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## The Solicitors' Journal.

LONDON, MAY 26, 1866.

THE LIABILITY of a railway company as carriers of the property of a passenger not being personal luggage has been again tried in the case of *Wheeler v. London, Brighton, and South-Coast Railway*, and although the verdict was ultimately in favour of the plaintiff the case was not decided on its merits, but on a technical ground which left as the only point for decision the value of the goods.

The plaintiff, a widow lady, travelling on the defendants' line to Brighton, was taking with her several objects of art, such as India vases, figures, &c., carefully packed in a large black box, which she requested to be allowed to take into the carriage with her, but her request was refused. Having more luggage in weight than is allowed a passenger she paid seven shillings and sixpence for the extra weight. On opening her packages all the ornaments were found broken, and she applied to the company for compensation. They paid £4 10s. into court, which the plaintiff refused to accept, and when the cause came on for trial on the 22nd of February the jury assessed the damages at £10 beyond the sum paid into court, the defence having been that the things were not personal luggage. The Lord Chief Baron being clearly of opinion that the articles in question were not personal luggage, directed a non-suit, reserving leave to the plaintiff to move to enter a verdict for the amount found.

Subsequently a rule *nisi* for a new trial was granted, and cause was shown before the Court of Exchequer sitting in Banco, on the 26th of April. The declaration being framed on an ordinary contract to carry goods, and the defendants having paid money into Court, the question whether the goods were personal luggage or not never properly arose in the case; but it is obvious, from what fell from the Court, that had the company denied their responsibility, the decision would have been given in their favour.

There are two points in connection with this case which it may be instructive to examine. The one is how far payment for extra luggage constitutes a contract to carry goods as a common carrier; and the other relates to the proper definition of the term "personal luggage." Each passenger is entitled to take with him on his journey, and to have carried in the train, free of charge, a certain amount in weight of "personal luggage," and a single pound weight over the specified amount is liable to be charged for by a certain fixed tariff. Payment for the passenger's ticket pre-supposes that the charge for the allowance of luggage is included therein. The contract, therefore, is made when the passenger takes his ticket, and the contract is this—to carry the passenger and his allowance of personal luggage for the price of the ticket, and any further weight of personal luggage at the usual charge. Supposing a passenger was required to pay for every ounce of personal luggage he could not carry in his hand, the company would then as now be compellable to take the luggage on receiving payment, but this would scarcely be an ordinary contract to carry goods. If by personal

luggage clothing, *et hujus similia*, be meant, then it is not in its nature dangerous, or perishable, or easily damaged, and any one of those qualities would make it competent to the company to refuse the goods or to charge for them at a different rate. But this definition, though much relied on by railway companies, is scarcely, we think, tenable; for instance, a lady's dressing case must surely be "personal luggage," and yet it contains all the three elements of danger above mentioned.

On the other hand we cannot say that this expression means any and every article necessary for daily personal use, for then it would take but little reasoning to prove that chairs and tables, pots and kettles, and plates and dishes, and such like household paraphernalia came within this description. This is obviously not the case, and the term "personal luggage" has in truth a very limited meaning.

To allow that the articles damaged by the Brighton Railway Company in this case were personal luggage, would be to allow that the fact of a passenger travelling with goods, changed the character of the goods, and brought them under the description of personal luggage. All questions of this description might be set at rest if every company charged for the carriage of passengers' luggage as on the continental lines, making at the same time a corresponding reduction in the fare.

UNDER THE HEADING of "Judicial Changes" the *Pall Mall Gazette* of the 17th of May had an article founded on a report of the expected resignation of the venerable Judge of the Admiralty Court. After expressing the universal regret that would follow "Sir Stephen" Lushington's retirement from public life, the writer points out that questions of considerable importance will be raised thereby as to the organization of our staff of judges. Without recapitulating his argument on the advantages to be gained by the scheme he suggests, or expressing any opinion on the merits of his conclusion, which is, that instead of, as at present, having two judges for three courts—namely, the Judge of the Court of Admiralty who also holds the position of Dean of the Arches, and the Judge of the Court of Probate, a court composed of three judges should be constituted, with some title such as The Civil Law Court, to take cognizance of all the different subjects now divided between the three courts, we think the subject worthy of very considerable attention. It is further pointed out that the appointment of such a court suggests an easy solution of certain circuit difficulties, since it could be arranged that while the chief justice, who should succeed, according to the writer's view to the position of Dean of the Arches, took the business of the Court of Arches, and that part of the admiralty business which is in the nature of *nisi prius* business, the two *puisnes* would be available to go circuit, and thus enable the formation of a new circuit, and the re-arrangement of the Northern and Midland Circuits, which will be more than ever necessary, should Birmingham be added to the latter as an assize town. This suggestion contains the principal merit of the scheme. That our staff of judges is insufficient for the largely increased business of the common law courts is a statement frequently reiterated, and though not, we think, well founded, still which has been gradually forcing itself on the minds of many, and if it be decided to increase their number it might well be done by making a full Court such as suggested above, whose members might, with advantage, combine with the functions of their proper Court such duties as going circuit, and, which is perhaps still more important, occasionally sit at chambers for the hearing of summonses. As an illustration of the extent to which this would assist the Courts, we would call attention to the following account of what has occurred in the Court of Queen's Bench during the last term:—Owing to the unfortunate illness of the Chief Justice he has only been able to sit for a few days during the term, thereby reducing the available staff to four, of these one had to leave, whether

the argument he had been listening to had terminated or not, in the middle of the day, to go to chambers; and a second was called on to sit in the full Court of Probate during two days, and also frequently to sit at *Nisi prius*, so that on these occasions the Court has been reduced to two, while on one occasion a solitary judge represented the Court. Whatever the ability of our judges, it requires no argument to prove that in this case three or four heads are better than two, and that an arrangement, which would when necessary render it possible to relieve judges, during the sittings in *Banco*, of the duty of attending summonses, would be a great advantage in insuring an adequate attendance in what is called too often undeservedly the full Court. We have, however, more than once pointed out how this might readily be done without any addition to the present staff of judges.

The objections to this scheme on the ground of expense are not, in our opinion, worthy of a second thought, if in other respects it be considered the best way of obtaining the desired benefits. Certainly the expense of the salary of a single extra judge, or even of three, should experience prove that the formation of a full Court of five instead of three, would be expedient, should not for a moment weigh against the advantage pointed out of acquiring a full Court of Admiralty, instead of one judge, however able, determining the very important matters that come before that Court; of substituting a fixed Court for the present clumsy mode of forming the full Court of Divorce; of varying the monotony of uninviting details of divorce cases; of settling satisfactorily, the question of the circuits; and lastly of that which we have suggested, namely, providing for emergencies, which when they occur, cannot but detract from the dignity and usefulness of the other courts at Westminster.

Whether all these advantages, and others not mentioned, cannot be better as well as more cheaply obtained by a better arrangement of the practice of the superior courts, without perpetuating the present unnatural "grouping" of probate, an essentially equitable, with divorce, an essentially common law, jurisdiction, and adding thereto the very peculiar jurisdiction of the Court of Admiralty, is a point which cannot, we think, be so summarily determined.

THE WIDENING of Carey-street was mentioned in these columns nearly twelve months ago,\* and a suggestion made that the Metropolitan Board of Works should purchase the piece of ground on the south side of the street at its junction with Chancery-lane, and widen the narrow roadway by adding to it this small strip. At length we are happy to congratulate the profession that this is being done, but at the same time we believe we have good authority for stating that what we anticipated has actually come to pass—namely, that the Board have, in consequence of their delay in purchasing, been called upon to pay, and have paid, an advanced price of about a fifth more than was in June last required to purchase this small plot of land for the public.

DURING THE SITTING of the Lord Chancellor yesterday, Col. Holmes, of the United States Army, was present, and occupied a seat on the bench. The case before the Court was a dry question of the construction of the Lands Clauses Act, which must have been highly edifying to the gallant colonel.

ON TUESDAY and Wednesday last Vice-Chancellor Stuart succeeded in closing his paper almost at once, so that the Court was, on both of those days, able to rise at eleven o'clock.

WE REGRET to hear that the health of Mr. Roebuck, Q.C., M.P., is in a very unsatisfactory state. The honourable and learned gentleman, having been requested to attend a meeting in Sheffield, has written in reply stating

that he is so unwell that he cannot travel. He did himself great mischief the last time he went to Sheffield, and now the doctors absolutely prohibit his moving.

#### CORPORATE MISREPRESENTATION.—No. I.

The enormous increase which has taken place of late years in the number of joint-stock companies, and the unscrupulous means which are too frequently resorted to in order to impose upon the public, and inspire confidence in the soundness of weakly and even insolvent undertakings, have given rise to such a large number of "contributory" cases, in which points in the above branch of joint-stock companies' law present themselves for decision, that a few pages devoted to the review of the present state of the law with regard to this important subject will, we think, not prove unacceptable to our readers. And the somewhat doubtful state in which the subject has been left by some of the leading cases, furnishes us with an additional reason for entering upon such a discussion. We propose, therefore, to devote a few articles to investigating how far, and in what cases, misrepresentation by the agents of a company will entitle a purchaser of shares to a rescission of his contract.

It is now well settled that, *prima facie*, a company cannot be allowed to profit by holding to his contract a person who has been induced, by the fraudulent misrepresentations of their agents, to become a purchaser of shares direct from the company. But in its application to individual cases this principle has to be taken with several important qualifications, and we shall better appreciate these if we bestow a little preliminary consideration on the general principle and the manner in which it has been established.

The first great case in which the doctrine of corporate misrepresentation was discussed was that of *Burnes v. Pennell*, 2 H. L. Cas. 497, to which we shall have occasion to advert hereafter; in that case the representations relied on had been made to Mr. Burnes by one Gilmour, who was the company's law agent, and the case was decided against him on the ground that in making them Gilmour had been acting beyond the scope of his duty, and that such acts could not bind the company. But Lord Campbell very clearly enunciated the principle that if the purchase were induced by the misrepresentations of directors, it must be set aside.

In *Ranger v. The Great Western Railway Company*, 5 H. L. Cas. 86, the general principle of corporate misrepresentation was admirably dealt with by Lord Cranworth, who said, "Strictly speaking, a corporation itself cannot be guilty of fraud. But where a corporation is formed for the purpose of carrying on a trading or other speculation for profit, such as forming a railway, these objects can only be accomplished through the agency of individuals, and there can be no doubt that if the agents employed conduct themselves fraudulently, so that if they had been acting for private employers the persons for whom they were acting would have been affected by their fraud, the same principles must prevail where the principal under whom the agent acts is a corporation."

In 1855, there came before the House of Lords another important case, that of *National Exchange Company of Glasgow v. Drew*, 2 Macq. 103, in which Lords Cranworth and St. Leonards emphatically asserted that misrepresentations made by directors must be taken to be those of the company, extending it to the case of false reports issued and circulated by directors. We shall have occasion however to notice their remarks when we come to the topics of misrepresentations contained in the reports and circulars.

In *Dodgson's case*, 3 De G. & Sm. 45, however, as far back as 1849, an opposite view had been taken by the present Lord Justice Knight-Bruce, when Vice-Chancellor, who said—"The suggestion of fraud does not affect this case. . . . Whatever fraud there may be is attempted to be charged against the directors, who

\* 9 Sol. Jour. 605.

cannot be the agents of the company to commit a fraud."

And in 1852 Vice-Chancellor Parker followed this decision in *Bernard's case*, 5 De G. & Sm. 289. This dictum appears to have occasioned considerable embarrassment, and is certainly irreconcilable with a long series of subsequent decisions. In 1856 it was thus commented upon by the Irish Master of the Rolls in *Ginger's case*, 5 Ir. Ch. Rep. 174. "I do not dispute or controvert the principle thus laid down, but I do dispute its application to the present case, where the question is not whether a director is the agent of shareholders to commit a fraud, but whether, where a contract has been entered into by a director on behalf of shareholders, and that very contract has been entered into by the person sought to be bound, by reason of the fraud and misrepresentation of the director,\* the shareholders are to be at liberty to say the director is our agent to bind you, but he is not our agent to bind us." This passage is worth noting, as containing the real grounds on which the Courts have proceeded in releasing shareholders from purchases induced by directors' misrepresentations.

Then followed *Bell's case*, 22 Beav. 35, *Ayre's case*, 25 Beav. 513, *Brockwell's case*, 4 Drew. 205, and a multitude of others, in which shareholders who had purchased in consequence of directors' misrepresentations, were released from the results of their purchases.

In 1859 came *Nicol's case*, 3 De G. & J. 387, by which, so far as regards misrepresentations contained in reports, circulars, or such like documents addressed primarily to shareholders only, *Brockwell's* and the cases based upon it are overruled. But it should be distinctly understood that *Nicol's case* and the subsequent decision in *Mixer's case*, 4 De G. & J. 586, overruling that in *Brockwell's case*, do not affect the general principle that contracts induced by directors' misrepresentations are not enforceable by the company; those cases have decided that misrepresentations contained in reports, &c., must have been specially introduced to the purchaser (otherwise than by advertisements) before they can be considered as entering into his contract with the company; but the broad principle as expounded in *Ginger's case* has remained unaffected. It is certainly true that by far the majority of cases of misrepresentation have been of this particular description, but we shall deal with this presently. Lord Justice Turner in *Nicol's case* expressed himself very strongly to the effect that "generally speaking shareholders of companies are responsible for, and are not entitled to derive benefits under, false and fraudulent representations made by their directors." Lord Chelmsford appears to have thought differently. His Lordship's reasons for this view, so far as those relating merely to the general principle can be separated from the others, are as follows. After remarking that the opinions of Lords Cranworth and St. Leonards in *National Exchange Company of Glasgow v. Drew*, though very strongly expressed, were extra judicial, his Lordship asked: "If the proposition can be maintained to this extent, can you stop short of holding that the directors are on all occasions and to all intents and purposes the company, and that whether they act honestly or fraudulently, within their duty or without it, it is the company acting throughout?" To which it may be replied: the legitimate test is whether or no the directors, in making the misrepresentation, were acting within the scope of their duty. His Lordship then asks: "Can a person, who has bought shares of the company, bring an action for deceit against the company?" It may be replied: certainly not; but it does not, therefore, follow that the Courts need go the whole length of allowing the company to profit by the fraud of their agents (see Lord Cranworth's remarks in *New Brunswick and Canada Railway v. Conybeare*, 9 H. L. Cas. 740). The course which has been adopted by the Court is a sort of neutral one,—not on the one hand to allow the director's frauds to be the means of innocent shareholders being mulcted in damages, nor on the other,

to allow the shareholders to profit by those frauds at the expense of an individual equally innocent with themselves.

His Lordship also asks: "If an innocent shareholder has sold shares by his broker, and a person is influenced by the false reports of the directors to become the purchaser of them, can he rescind the contract on the ground of the fraudulent misrepresentation? The Master of the Rolls answers in *Duranty's case*, and correctly, that he cannot; but if the principle that the statements of the directors are those of the company is to govern, then each member of the company was a party to the false representations, and a contract induced by it cannot be maintained without a complete violation of that principle." Now the point decided in *Duranty's case*, 26 Beav. 268, and which has never since been doubted, was that a purchaser of shares is not entitled to rescission on the ground of misrepresentation by the company's agent, where his purchase was not made of the company, on the ground that the case is the same as that of a contract entered into by A. with B. in consequence of false representations made by C., in which case, if B. was not privy to those statements, A. is, of course, left to his remedy against C. And the cases are identical, because (in the absence, of course, of special circumstances) the individual shareholder is not a party to the false representations. For there is a wide distinction between the position of a shareholder in his corporate and in his individual capacity, and it by no means follows that whatever affects him in the one will also affect him in the other.\* So that *Duranty's case* is perfectly reconcilable with the general principle we are discussing. And in *New Brunswick Canada Railway v. Conybeare*, *ubi sup.*, Lord Chelmsford himself remarks—"It may be that any fraud or misrepresentation on the part of directors in dealing with shares in their company, may not make that company liable for the deceit and fraud of its agents, but yet may prevent it from deriving any benefit through holding to his contract any person who, through the fraudulent misrepresentations of the company's agents, has been induced to become the purchaser of shares. But important considerations will still arise where the misrepresentations are said to be contained in reports or balance sheets, which, though intended for shareholders only, have been published to the world at large." And Lords Westbury and Cranworth in the same case lay down very clearly the principle, that although the fraud of directors cannot so far be considered that of the body corporate, as to support an action on the case for deceit against the company, yet the Courts will not permit the company to retain the profits of contracts induced by the misconduct of their agents, at the expense of the persons duped.

There is, however, a sort of plausibility in the dictum that "directors cannot be the agents of a company to commit a fraud," which justifies a few words more. Now no agent, of course, is ever appointed by a company or anyone else, with an express view to the commission of fraud, but agency, nevertheless, includes, as is well known, unlawful acts done by the agent while acting within the scope of his duty. If an omnibus belonging to a company were to run over and maim a man in the street, the company could not be heard to say in answer to an action for damages by the injured man that the driver was not their agent for the commission of torts.

This, however, is probably not the sense in which the remark in question was intended by the able judge who uttered it. It is probably based upon the principle that

\* Suppose, for instance, that a company negotiating through their directors for the purchase of some land, become affected with notice of incumbrances affecting the land in question; suppose further that the negotiations are abandoned, and that a shareholder of the company subsequently, in his private capacity, purchases the land in ignorance of the incumbrances. Now no one could maintain for a moment that (in the absence of special notice) this individual would be affected with notice of those incumbrances, because the body corporate, of which he is a member, had been so affected.

\* There was but one director in this case.



a corporate body cannot commit a fraud at all, and therefore cannot do so through the agency of an employer. No doubt, as Lord Cranworth remarked in *Ranger v. Great Western Railway Company*, a company, strictly speaking, cannot be guilty of fraud, that is, it cannot as a corporate body be affected by the individual consciousness of deception which constitutes moral fraud. Now whether legal without moral fraud will invalidate a contract, is a question which has received a great amount of discussion, and *Cornfoot v. Fowke* cannot now be regarded as an unquestionable authority.\* It is to be observed too that the general agency of the directors of a company differs materially from a particular agency like that in *Cornfoot v. Fowke*; the whole body of shareholders are, in point of mere existence, the body corporate, but the power of acting is confined to the managers, and naturally, the more perfect the substitution of the agent for the principal, the greater the principal's liability to be bound by the agent's acts. The real fact is, that owing to the vast increase in the number of Joint Stock Companies during the last twenty years, creating as it has done a separate branch of law, equal in importance and extent to that of bankruptcy, the question of misrepresentation by agents has in effect been reconsidered, as regards Joint Stock Company cases. And this was absolutely necessary, for justice could scarcely have been obtained by a rigid application of rules founded on simple cases of principal and agent, to a class like those under discussion, involving as they do such material modifications and qualifying equities.

On grounds of natural equity it appears perfectly fair that the individuals composing a company, while enjoying the convenience arising from submitting the conduct of their joint concerns to the management of directors, should also accept any compensating disadvantage or risk adherent to such an arrangement.

The important qualifications with which the principle must be taken, in its application to individual cases, we shall discuss hereafter, as well as the important questions of misrepresentation as contained in reports or circulars, and misrepresentation in the prospectus.

### LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

#### COURT OF CHANCERY (IRELAND).

(Before the LORD CHANCELLOR).

May 8.

##### BURGH v. CHICHESTER.

The petition was to set aside certain deeds of appointment and release, both dated 2nd December, 1844, on the ground of fraud. The facts were these:—By a post-nuptial article entered into in 1820, the Rev. John Hussey Burgh, for the considerations therein mentioned, covenanted, amongst other things, to settle the lands of Drumkeen, in the county of Limerick, upon his only son Walter Hussey Burgh, who had, a short time previously, married, upon the said Walter's coming of age, subject to a power of appointment for a sum of £5,000 in favour of the children of the said marriage. By the deed of 1826 all the provisions of the said articles were carried into effect. Subsequently, in the year 1844, Walter Hussey Burgh was desirous of selling the Drumkeen Estates, and he bargained for the sale thereof to a Mr. Patrick Balfe, of Roscommon, for the sum of £27,800, and on the 2nd December, 1844, Walter Hussey Burgh appointed £4,000 to his eldest daughter, Mary Adelaide Hussey Burgh, and 10s. to his eldest son, John Hamilton Hussey Burgh, in pursuance of the power before mentioned; and by a deed of the same date, Mary Adelaide and Hamilton Hussey Burgh released the lands for the amount so appointed to them; and by deed bearing date the day

next following the lands were conveyed in fee to Patrick Balfe. On the 5th December, Walter Hussey Burgh conveyed the lands of Drumkeen to trustees by way of the mortgage, to indemnify the said Patrick Balfe, after the said charge of £5,000, and all costs on foot thereof. The suit was now brought forward by the children of Walter Hussey Burgh, who would have been entitled to distribution shares, in default of appointment against the devices of the said Patrick Balfe for the purpose of having the deeds of appointment and release declared a fraud upon the power and therefore void, and the entire £5,000 declared a subsisting charge on the lands of Drumkeen.

*Right Hon. A. Brewster, Q.C., O'Hagan, Q.C., Jackson, and Reeves* for petitioners.

*Lawless, Q.C., and Fallon*, for respondent Balfe.

*J. E. Walsh, Q.C., and O'Flaherty*, for respondent Chichester.

*Flanagan, Q.C., Kelly, Q.C., Hackan, P. White, F. White, and McDermott*, for other respondents.

The petitioners proposed to examine Mr. McClintock, the solicitor of Mr. Walter Hussey Burgh, but it was objected that that gentleman's knowledge of the matters in question was obtained in the course of his professional dealings with Mr. Hussey Burgh, and that this was in the nature of a privileged communication.

His Lordship having ruled the evidence admissible,

Mr. McClintock deposed that the arrangement to have an appointment made to the adult children, and to have the Drumkeen estate released from them, was a portion of the agreement on the occasion of Balfe's purchase, of which Mr. Balfe was cognizant, and that he (Mr. McClintock) agreed to the arrangement, but upon the express condition that the charge should be transferred to the Donore Estate, which was ample security. This arrangement witness frequently called on Mr. Hussey Burgh to carry out, and, because he omitted to do so, witness ceased to be his solicitor.

Upon hearing this evidence counsel for the respondents intimated that no further opposition would be offered.

His LORDSHIP set aside the deeds as a fraud on the power and referred the matter to the master to report the sum due. He observed that it was due to Mr. McClintock to say that he had acted in no way other than was perfectly honourable and proper in the matter.

Solicitor for the petitioner *Wm. Roche*.

Solicitor for the respondents, *Dillon & Hart; E. Stapleton*.

#### LORDS JUSTICES.

May 22.

*GILL v. NEWTON*.—In this case, which is reported 14 W. R. 490, it was agreed that a decree for immediate redemption should be taken. It was subsequently discovered to be doubtful whether the plaintiff was not a trustee of the property in question, instead of being absolutely entitled, as was originally supposed; and this caused a difficulty in drawing up the decree. It was proposed to make the alleged *cestui que trustent* parties to the suit, and the case now came on to be spoken to on the minutes.

*C. H. Smith* for the plaintiff. *E. Charles* for the defendant.

THE LORDS JUSTICES said that, if an immediate decree for redemption was to be made, the alleged *cestui que trustent* must be before the Court, either as plaintiffs or defendants.

RE RAILWAY FINANCE COMPANY (LIMITED).—*Swanston* asked for the costs of an abandoned motion in this case.

The Court made the order accordingly.

#### MASTER OF THE ROLLS.

May 22.

##### ORME v. THE METROPOLITAN RAILWAY COMPANY.

Motion against a railway company for specific performance of an agreement to purchase lands, they having entered into possession and accepted the title.

*Kenyon, Q.C., and Levin*, for the plaintiff, cited *South-Eastern Railway Company v. Brighton Company*, 1 W. N. 130.

\* See Lord St. Leonards' remarks on this case in *National Exchange Company of Glasgow v. Drew*.



*Jessel, Q.C.*, and *Whitbread*, for the company, showed to the satisfaction of the Court, that if there had been delay it did not arise from any default of the company, who were always ready to pay the money into Court.

His LORDSHIP said the money must be paid into Court before the expiration of a fortnight. Suits of this nature for specific performance, where matters are proceeding with reasonable expedition, are not to be encouraged. The costs must be costs in the cause.

*CROOM v. BEER*.—Wood applied for an order of revivor after decease of sole plaintiff, and cited *Eyre v. Brett*. 13 W. R. 732, 763.

His Lordship made the order.

*HAWKES v. CLARKE*.—This was a partition suit.

There arose a question as to the construction of a will and codicil, which involved no question of law.

*Baggallay, Q.C.*, *Cole, Q.C.*, *Savage, Bunting, Bird*, and *Roscliffe*, appeared for parties in different interests.

There being a difficulty as to the conveyances, an order was made as in *Shepherd v. Churchill*, 25 Beav. 21, that the several persons, parties to this suit should, for the purpose of conveyance, be considered trustees within the meaning of the Trustee Acts for the respective parties to whom shares should be allotted.

*WHITE v. WHITE*.—*Will—Construction—"Property"—"Goods and Chattels"*.—This was a special case as to the construction of a will.

The testator, after making certain specific devises of realty, using in each case the words, "freely to them to give or to sell to them their heirs or assigns," proceeded as follows:—

"I give the whole residue of my property that I now am or may be possessed of, to my executors and executrix freely to them to give or to sell to them their heirs and assigns for ever."

"Item.—I give to my wife all my goods and chattels freely to her to give or to sell."

Certain of the testator's real property was converted, after his decease, under compulsory Acts of Parliament.

The question was, who was entitled to the purchase money.

*Graham Hastings* for the widow, contended that the word "property," as used in the residuary devise, must refer to real property only, all the previous devises being of real property, and that "goods and chattels" in the gift to the wife, would then include the whole of the personal property.

*Kay* contended that the words goods and chattels ought to be limited to that which was undoubtedly their popular meaning, viz., the household goods and furniture, especially as there was a general residuary gift, which could include both realty and personality, and he cited—*Woolcombe v. Woolcombe*, 3 P. Wms. 112; *Mullins v. Smith*, 1 Dr. & Sm. 204; *Gibbs v. Laurence*, 7 Jur. N. S.; *Lamphier v. Despard*, 2 D. & W. 59.

His LORDSHIP held that goods and chattels meant personal estate in the larger sense, unless cut down by implication, as was done in the cases referred to by Mr. Kay. The widow would therefore take the whole of the personality, including the purchase money of the property which had been compulsorily converted, the costs to come out of the residue.

May 22, 23.

*PHILLIPS v. HUDSON*.

*Coppyhold—Custom of manor—Bill of place.*

This was a suit by a tenant of a copyhold manor to ascertain what profits of common and rights of soil he was entitled to as against the lord, and to quiet his possession thereof. A railway was about to pass through the property, and the rights of the different parties to the surface soil became material on the question of compensation.

It was admitted that the lords of the manor were entitled to the rights of timber, but evidence was brought from ancient documents showing that the copyhold tenants had from early times possessed valuable rights in the soil. The manor had been enfranchised under the Copyhold Act of 1842.

*Jessel, Q.C.*, and *Bury*, for the plaintiff.—The Act of 1842 saves all commonable rights notwithstanding enfranchisement. This is a convenient opportunity for an inquiry as to the rights of all parties.

In support of the jurisdiction they cited *Spence on Equity*, 656, 657; *Lord Sefton v. Lord Salisbury*, 7 W. R. 273; *Mayor of York v. Pilkington*, 1 Atk. 282.

*Kecherich* for the defendant, the lord of the manor.—This case bears no analogy to a bill of peace. There are only two copyhold tenants now existing in the manor, and the Court has no jurisdiction under such circumstances to grant a roving inquiry as to legal rights.

May 23.—His Lordship said he thought there were sufficient grounds for an inquiry, and it would probably be for the benefit of all parties at once to settle the proportions of their respective interests.

The following order was made:—Direct an inquiry whether any and what persons are entitled to rights of common over the manor; whether the plaintiffs are entitled to any and what profits of soil on the common, or any and what parts thereof; what persons are now exercising those rights over the said common as to which an inquiry is now directed. Liberty to all such persons to apply; the decree to be advertised.

May 23.

*RE LAWS*.—Petition, under Settled Estates Act, in the paper for hearing, 3rd June, 1865.

Solicitor not in attendance, being attacked by fit, he died within a few days.

On 24th June, 1865, order made for petition to stand out of the paper generally, liberty to all persons interested to apply. Nothing further done till present time. Parties now desirous of prosecuting the petition.

*Crossley* now applied to the Master of the Rolls for his directions on the above set of facts.

The Master of the Rolls directed fresh advertisements to be inserted, but gave petitioners liberty to use all the other proceedings.

General liberty to amend.

VICE-CHANCELLOR KINDERSLEY.

May 3.

*COOPE v. CRESSWELL. CALDWELL v. ELLISON*.—*Baily, Q.C.*, *E. F. Smith, Q.C.*, and *Eddis*, moved for a receiver, and referred to the former proceedings in these suits, *vide* 12 W. R. 299, and 14 W. R. 568.

*Schomberg and Dalton*, for the mortgagees of Thomas Cresswell, opposed the motion, and asked for interest on the mortgage—£3,000.

*J. Pearson* for other parties.

*KINDERSLEY, V.C.*, made the following order:—Appoint a receiver in the case of *Coope v. Cresswell*, as soon as he has completed his security. Stay the receiver in *Caldwell v. Ellison*, except for the passing of his accounts. The balances in court prior to 24th May, 1856, to be paid into the suit of *Caldwell v. Ellison*, and subsequent balances to be paid into *Coope v. Cresswell*, to the rent account. Interest on the mortgage of £3,000 to be kept down by the receiver. Costs to be costs in the cause of *Coope v. Cresswell*.

May 7, 8, 22.

*BOURNE v. BUCKTON*.—The question in this case arose upon the construction of the will of William Staines, whether the testator intended to exclude from a share in the residue the eldest son of Edwin Staines, the son of the testator's niece, Elizabeth Staines. The testator gave the bulk of his real estate to trustees, upon trust to manage it, and in the event of Elizabeth Staines marrying a person named Smith (which did not happen), she was to have £200 a year for her life; and if she did not so marry, then the rents during her life were subject to an increased annuity to her, to accumulate, and at the discretion of the trustees, to be invested in real estate, to go in the same manner as the devised estate; but such part as was not invested was to follow the trusts of the residuary personality. There were limitations of this part of the property after the death of Elizabeth Staines to her sons successively in strict settlement, remainders to daughters in tail, with cross remainders amongst the daughters, with remainder to Edwin Staines for life, and similar limitations in favour of his children, with remainder to a family named Palmer, with the ultimate limitation to the testator's own right heirs. There were very similar limitations as to other real estate, and a gift of a messuage with a power of leasing, and various gifts upon which no question turned. The testator then gave his residuary personal estate to his trustees, upon trust, at their discretion, to purchase real estates, to be settled, so that Elizabeth Staines received the income for life, and for accumulation, and after her death to transfer all accumulations to her children, exclusive of an eldest or an only son, equally; sons at twenty-one, daughters at twenty-one or marriage. And the testator provided for the cases of such children dying before their shares were receivable, leaving or not leaving issue; and in case there should be no child of Elizabeth Staines becoming entitled to a vested interest, then the fund was to go "upon such and the same trusts for the benefit of all and every the child and children of the said Edwin Staines, and the lawful issue of such of them as should be dead, such issue to take their parents' share, to be transferred to such children or issue, at such days and times, with the same benefit of survivorship as therein before expressed and contained with respect to the children of Elizabeth Staines, as fully as if such trusts were made distinctly applicable to the children of Edwin Staines, and his, her, and their children." The question then arose whether the eldest son of Edwin

Staines was to be excluded from the benefit of the bequest of the personality, inasmuch as the eldest son of Elizabeth Staines was excluded in the gift thus referred to? All the limitations prior to those to the children of Edwin Staines, had determined. Edwin had four children, of whom the petitioner was the eldest son. He had lately attained his age of twenty-one years, and now presented his petition asking for a declaration that he was entitled to one-quarter of the whole fund (which was standing in court to three distinct accounts—rents of realty, accumulations of real estate, and personal estate), and for payment out of the sum to him. Various orders for maintenance, &c., had from time to time been made in the suit during the infancy of Edwin Staine's children, and these children had, under such orders, been advanced in unequal shares. The petitioner proposed that an account should be taken in which all those advances should be brought into hotch-pot. The other children of Edwin Staines opposed the application on the ground that the petitioner had no interest in the personality. The aggregate fund amounted to about £30,000.

Jessell, Q.C., and Waller, appeared for the plaintiff.  
Osborne, Q.C., and G. N. Colt, for the defendants.

A. E. Miller for the trustees.

KINDERLEY, V.C., without calling for a reply, said that the elementary rule of construction must be applied to this case, that words used must receive their plain, natural, and grammatical construction, unless there was something to show that they were not so used, either in the language of the gift itself, or in the whole context. On reference to the two gifts, there was the manifest distinction, that whereas the testator, had in terms excluded the eldest son of Elizabeth, in the gift to Edwin he used the words "all and every," showing that the subsequent reference, relied on by the respondents, was to the trusts and not to the objects of the trusts. There was likewise good reason for excluding the eldest son of Elizabeth, which did not exist in the case of Edwin, namely, that he would necessarily be tenant in tail in possession of the realty during his brothers' and sisters' lifetime, which would not be the case with the eldest son of Edwin, who, if there were issue of Elizabeth, would take nothing in the realty. There would therefore be an exclusion without any reason whatever, and there was nothing in the context to show any such intention. The plaintiff was therefore entitled to one-fourth of the aggregate fund. There would be a declaration to that effect, and the hotchpot account asked for, and the rest of the petition should stand over.

Jessell, Q.C., asked for an immediate payment out of £500. The petitioner must necessarily be entitled to much more than that.

Colt, on being applied to by his Honour, declined to consent to anything.

The VICE-CHANCELLOR, however, made the order, as the petitioner would otherwise be deprived of maintenance pending the inquiry.

Solicitors, A. D. Smith; Kingsford & Dorman; Duncan and Murton.

May 22, 23.

COX v. SLATER.—Hull applied for enlargement of the order for payment of £57 10s. into court till the 23rd instant, the order being in this form, "before the first day of Trinity Term," whereas it should have been "on or before," &c. (*vide ante* 683). The Accountant-General was not at his office till two o'clock on the 21st, and the cheque could not be passed time enough to pay in the money before three o'clock, after which it could not be paid in. The solicitor had the money ready.

KINDERLEY, V.C., said that he could not do what was asked behind the back of the defendant.

May 23.—Hull renewed the application on affidavit of service. KINDERLEY, V.C., made the order for payment on the 25th.

#### VICE-CHANCELLOR STUART.

May 5.

MATSON v. DENIS.

Samuel Denis, by his will dated 16th November, 1850, charged his estate with the payment to his executor and executrix of £12,000, with interest after the rate of 2½ per cent., payable half-yearly from the time of his decease, in trust for his son John for life, and after his decease and subject to an annuity of £50 to John's widow, in trust to pay the said sum of £12,000 and accumulations, in equal shares, to such of the children of John as should attain twenty-one years. The estate having been sold previous to the children coming of age, and some interest paid by the purchaser on his purchase-money, and the £12,000 invested in Government Securities, bearing a higher rate of interest than 2½ per cent.; a question arose, on further consideration, as to whether the children or the owner of the inheritance were entitled to the sum representing the difference between the two rates of interest.

Bacon, Q.C., and Turner, for the plaintiff.

Malins, Q.C., and Waller, for the defendant.

V.C. STUART.—Declare that from the date that the purchaser paid interest on purchase-money, the higher rate be allowed the children, and up to that time 2½ per cent. only be allowed.

May 22.

IN RE NEWBERY (Infants).

In this case an order had been made directing that two infant children of the late Rev. T. Newbery, a clergyman of the Church of England, should be educated in the doctrines of that communion. The case is reported 14 W. R. 173, 360, and has been already commented on in these columns.\*

Bacon, Q.C., and C. Hall, now stated that Mrs. Newbery, the mother and one of the guardians appointed by the testator, refused to comply with the order of the Court, and asked that an attachment might issue.

STUART, V.C.—I do not think an attachment is the proper remedy, but the children may be taken from her by force, if necessary. Mrs. Newbery has written me a letter stating that she would not obey the order of the Court. If that letter is verified by affidavit, I will make an order to commit her for contempt.

May 23.

QUAIFE v. QUAIFE.

Will—Construction.

This was an administration suit. A testator, a sailor, made his will as follows:—"This is to certify, that I hereby having cancelled my former will, and only will, I leave all I now possess for the education of my brother Tom's children."

A question arose between the administrator, a brother of the testator, and the next of kin, as to whether the children of Tom took absolutely or otherwise.

S. H. Blackmore, for plaintiff.

Bagshawe, for defendant.

V.C. STUART.—According to the true construction of this will, the children of the testator's brother are entitled to the whole of the testator's residuary property. Let an enquiry be directed as to who these children are, and the question of maintenance can be settled in chambers.

HOPKINS v. CREVASSE.—This was a bill praying a dissolution of partnership, and an account of the partnership property. The only question before the Court was as to whether the surface of certain lands, of the nature of mining property, fell within the partnership assets. An arrangement was come to by which it was agreed that the property should be sold, and all liabilities paid, and that if there should then be a surplus, the question should again be brought before the Court.

Craig, Q.C., and W. Morris, for the plaintiff.

Malins, Q.C., and Peck, for the defendant.

#### COURT OF QUEEN'S BENCH.

May 23.

NICHOLSON v. THE GUARDIANS OF THE BRADFORD UNION.—Argued last term. BLACKBURN, J., read the judgment of himself and Lush, J. Judgment for the plaintiff.

CULLEN v. FIELD.—Wheeler obtained a rule calling on the defendant to show cause why this cause should not be restored to the Queen's Bench paper. Rule nisi.

RE BOROUGH OF CARDIGAN.—Griffiths moved on the part of an alderman of the borough for a rule calling on the mayor of the borough to show cause why he should not appoint auditors. Rule nisi.

LONDON, BRIGHTON, AND SOUTH COAST RAILWAY COMPANY v. WILLIAMS.—This argument was resumed by Karslake, Q.C., and Garth. Rule discharged.

CLEVELAND IRON COMPANY v. STEPHENSON.—Tried at Guildhall before the LORD CHIEF JUSTICE.

Sir G. Honyman (Karslake, Q.C., with him) for the defendants, showed cause against a rule for a new trial obtained by Coleridge, Q.C., who with Lord and Hastings appeared in support of the rule, but were not called on, the Court making the Rule absolute.

**KENNARD v. GREAT WESTERN RAILWAY COMPANY.**—Tried at Westminster before the LORD CHIEF JUSTICE. *Ballantine, Serjt., and Clarke,* showed cause against a rule for a new trial obtained by *Huddleston, Q.C.,* who with *H. James* appeared in support of the rule. Part heard.

# COURT OF COMMON PLEAS.

May 22.

**CAMPAIN v. LUCK.**—This was an action for the infringement of a patent for raising straw from a threshing machine to the stack, in which the verdict was for the plaintiff.

*Bovill, Q.C., Webster, Q.C., and Maerory,* showed cause against a rule to enter the verdict for the defendant; and *Grove, Q.C., and Aston,* supported it. Part heard.

Plaintiff's attorneys, *Wright & Bonner.*  
Defendant's attorneys, *J. & J. K. Wright.*

May 23.

**MILES v. LORD PELHAM CLINTON.**—*Haselfoot* obtained a rule to show cause why an attachment should not issue against the plaintiff for not answering interrogatories.

**SALEYMANN v. LE BONDILLIER.**—*Joyce* obtained a rule nisi to stay proceedings unless the parties should consent to a reference under The Common Law Procedure Act, 1854, s. 11. The action was for freight payable under a charterparty, which contained a clause whereby the parties agreed to refer any disputes which might arise.

**CAMPAIN v. LUCK.**—A rule for a new trial was made absolute in this case on the ground that the subject-matter of the patent claimed by the plaintiff was not a new invention, but consisted merely in a new application of an old one.

**FRITAG v. DUNNAGE.**—This was an action to recover damages for a trespass done to the plaintiff's land by an excavation which was made by the defendant on his land adjoining that of the plaintiff. The jury found a verdict for the plaintiff, damages £100.

The Court now made a rule absolute to reduce the damages to £25, but discharged a rule for a new trial on the ground that the verdict was against the weight of evidence.

# COURT OF BANKRUPTCY.

May 24.

*In re* **ROBERT DREW.**—This was a sitting for examination and discharge under the bankruptcy of Robert Drew of New Basinghall-street, and of West-road-terrace, Forest-hill, solicitor's clerk. The case involved one or two peculiar features. It appeared that the bankrupt's son, W. H. Drew, carried on business as a solicitor at New Basinghall-street. The bankrupt had been sued as W. H. Drew, and by some of the creditors was believed to be a solicitor in practice. W. H. Drew had been engaged in building transactions, and his father had become security for him. Of debts representing a total of £732, the greater proportion were due to the creditors of W. H. Drew. The bankrupt had been several times in difficulties.

*Harper* appeared for the assignees, and *Reed* for the bankrupt. It was suggested that the bankrupt was possessed of property which was not disclosed by the accounts, and the Court granted an application by the assignees for a postponement, with leave to call upon the bankrupt to file further accounts.

# COURT OF QUEEN'S BENCH (IRELAND).

**DOUGLAS, Appellant, v. LORD LURGAN, Respondent.**

*Civil Bill Ejectment—Signature of Attorney.*

This case came before the Court on appeal from a decision of Fitzgerald, B., at the last Assizes for the County Armagh, holding that in Civil Bill Ejectments the attorney's actual signature need not be affixed to the Civil Bill. The question turned on the construction of the 60th section of the 14 & 15 Vict. c. 57, which required the name and residence of the plaintiff's attorney to be affixed to the process; in all other cases, it was not necessary that it should be so signed, but it is sufficient if it be signed by the plaintiff or any other person on his behalf.

In the case before the Court the name, &c., of the attorney, to the process had been written by the clerk to the attorney, but by his special directions. The Court, applying the maxim *qui facit per alium facit per se*, decided that such a signature was sufficient; as the intention of the legislature was only to have the guarantee of a signature by or on behalf of an officer of the Court to a process of law by which the possession of land might be interfered with.

**O'BRIEN, J.,** pointed attention to the distinction taken in *Hyde v. Johnson*, 2 Bing. N. C. 776, between the actual signature of a party and that of an agent acting for him, but did not dissent in the present case with other members of the Court.

The cause shown against the appeal was, therefore, allowed with costs.

**ANKINS v. BRUNTON.**

*Bill of Sale—Right of Entry—Trespass.*

This came before the Court on a demurrer filed to the plea put in by the defendant. The action was brought for a forcible entry made by the defendant into the plaintiff's dwelling house. The defence was that the defendant had a bill of sale of the plaintiff's furniture, in which was reserved to the defendant a right of entry, and that being unable otherwise to effect an entry, he had used the force necessary to get in and no more. To this the plaintiff demurred, on the ground that no such right could be acted upon.

The Court allowed the demurrer.

Counsel for the plaintiff, *Messrs. Palles, Q.C., and P. White.*

Counsel for the defendant, *Messrs. Sidney, Q.C., and Wilson.*

**IN RE ARCHBOLD.**

*Habeas Corpus—Insolvent—Naval Service.*

*Heron, Q.C.,* on the part of the crown, moved to make absolute a conditional order for a writ of *Habeas Corpus*, directed to the Sheriff of the County Louth, requiring him to bring up the body of Henry Archbold, now in the gaol of Dundalk, a prisoner for debt. The prisoner was a petty officer, on actual service, on the books of the guardship at Kingstown, H.M.S. *Royal George*, and was engaged in the Coast-guard Service at Dundalk. Having contracted some debts there, he was arrested, and then filed a petition of insolvency. On this he was remanded by the Chairman of the County, at Quarter Sessions. No cause had been shown. Counsel insisted that a sailor in the Naval Service, and actually on service, was exempt from imprisonment.

The Court directed the writ to issue.

**THE EARL OF DERBY v. SADLEIR.**

*Ejectment—Notice to Quit—Calendar Year.*

This case came before the Court on cause shown against making absolute a conditional order obtained by the defendant to enter a nonsuit. The action was an ejectment, brought on a notice to quit; the objection was that the notice to quit had not been served for a period terminating with the current year of the tenancy. The question turned on the construction to be given to the 34th section of the Landlord and Tenant (Ireland) Act, 23 & 24 Vict. c. 154, by which it is enacted, that when the tenancy shall determine without the act or default of the tenant in occupation, he shall, in lieu of the right to emblements, "continue to hold and occupy such farm or lands until the last gale day of the current year in which such tenancy shall determine," &c. It was argued on the part of the plaintiff that this meant the end of the calendar year; for the defendant it was argued that it meant the end of the current year of the tenancy, pursuant to the original contract, in whatever month that terminated.

The Court were of opinion that the calendar year was not meant, but that the year would terminate at the period when the tenancy was created by the act of the parties.

A nonsuit was entered accordingly, with costs.

*Armstrong, Serjt., and John Edw. Walsh, Q.C.,* were counsel for the plaintiff.

*Hemphill, Q.C., and Shaw, Q.C.,* for the defendant.

# COURT OF EXCHEQUER (IRELAND).

**GREEN v. LE CLERC.**—*Ejectment—Infant defendant—Guardian ad litem.*—This came before the Court on a motion to set aside judgment had for the plaintiff, and the other proceedings on the record, on the ground of error in fact. The action



was an ejectment on the title. The error assigned was that one of the defendants, who had been a minor when the suit was instituted, was not made a party to the record, and that no guardian *ad litem* had ever been appointed to preserve the interests of the minor.

Their Lordships set aside all the proceedings from the time of the entry of the memorandum of error, but without costs, on account of the peculiarity of the case.

*Macdonogh, Q.C., Chatterton, Q.C., and Dames*, were counsel for the plaintiff; *Dowse, Q.C., and Byrne*, for the defendant.

#### COURT OF CRIMINAL APPEAL (IRELAND).

##### THE QUEEN v. STINES.

The Court sat to give judgment in this case. The prisoner had been a contractor for works done for the grand jury of King's County, and was to receive a cheque for the amount presented for him. Whilst receiving this at the office of the County Treasurer, that officer, believing from an identity in name that he was the person for whom another cheque had been passed, paid him over the second cheque also. The prisoner did not inform the treasurer of his mistake, took the cheque, and received the amount. On this state of facts a conviction was had for larceny; and the question for the Court was, if this conviction was right?

The LORD CHIEF JUSTICE pronounced the unanimous opinion of their Lordships that the prisoner was rightly convicted of larceny.

#### CONSOLIDATED CHAMBER (IRELAND).

##### (Before FITZGERALD, B.)

*COX v. CLANCY*.—This was a motion for substituted service of the writ of summons and plaint on the defendant, Mr. William Clancy, Clerk of the Crown, for the County Sligo, by serving Mr. Joseph Davis, an attorney, acting as his deputy in that office. The action was on a guarantee. Mr. Clancy, it was shown, had left his usual place of residence, and the plaintiff was not aware where he now lived; but it was deposed to that Mr. Davis received his salary and remitted it to him.

His LORDSHIP made the required order.

#### RECORDER'S COURT (DUBLIN).

*THE REV. DR. STANFORD AND OTHERS, Appellants; THE COLLECTOR-GENERAL OF TAXES, Respondent*.—The appellants were the trustees of a house in Dawson-street, Dublin, which was used by the Young Men's Christian Association, for charitable, religious, and literary purposes only. The house had been assessed for taxes. The appellants contended that they were neither owners nor occupiers; and they further insisted that the house was exempted from assessment.

*Kaye* was heard in support of the appeal; *Owen* appeared *contra*.

The learned RECORDER expressed his regret that he could not regard this association legally as a charity, and should decide against the appellants.

#### EQUITY.

##### ANCIENT LIGHTS.

##### *Yates v. Jaek, L.C.* 14 W. R., 618.

On the subject of ancient lights the Court is daily exercising a regretful jurisdiction. We speak of regret felt not by suitors, or builders, or the public, but by the judge himself. Thus the Lord Chancellor affirming the injunction decree made by Vice-Chancellor Wood, in the East Smithfield case at the head of these lines, remarked, "I cannot part with this case without saying that I have come to the conclusion at which I have arrived with great reluctance," and he thought that the advantages derived from the lately existing custom in the city of London, according to which the owner of a house in any street was permitted to raise it to any height he might think fit, probably exceeded the cost. But the custom was abolished by the 2 & 3 W. 4, c. 71. He supposed therefore that the Legislature thought the custom was productive of inconvenience; with all that, however, sitting to administer the law, he had no concern. This amounts to an indirect appeal to Parliament to reconsider this determination. Such an appeal was made less indirectly by

the Vice-Chancellor at the hearing before him; for, as we noticed at the time,\* he declared, turning to Sir Hugh Cairns, that in the presence of a legislator he said he thought it very desirable that something should be done by the Legislature in the matter. Influenced therefore seemingly, so far as he may have thought he legitimately could be, by a motive of policy in the administration of equity, the Vice-Chancellor attempted a middle course by framing the decree in part to the effect that, it appearing to his Honour that the building proposed to be erected by the defendant would materially affect the plaintiffs' use and enjoyment of the dominant property, the defendant was to be at liberty to adduce further evidence as to the possibility of his altering his proposed erections, so as not to interfere with the plaintiffs' rights. His Honour directed an inquiry in chambers whether any, and what alterations in the designs proposed by the architect of the defendant were necessary or proper and sufficient for the purpose of preventing the buildings proposed to be erected by the defendant, from interfering with any right of the plaintiffs; meanwhile the defendant was restrained from erecting any building above a certain height.

The liberty to the defendant to apply in chambers on modified plans was the novel point in the case. About the same time, 2nd June, 1865, Vice-Chancellor Wood, in *Stokes v. The City Offices Company*, having refused to exercise the power of the Court under the Masters in Chancery Abolition Act, 15 & 16 Vict. c. 80, s. 42, to inspect the premises of the plaintiff and defendants, and certify what ought to be done by the defendants to preserve due access of light and air to the plaintiff's premises (13 W. R. 537), expressed himself to the effect that it was a question very well deserving the consideration of the Legislature whether there could not be some general Act by which arrangements could be made and adjustments entered into, either through the medium of a jury or otherwise, for the purpose of enabling improvements of houses in streets to be carried on; and his Honour gave the parties opportunity, by a reference to chambers, for ascertaining their position, and arriving at a conclusion in chambers which would free as well the person under the injunction, as also the applicant, from inconvenience.

The injunction itself in the principal case, notwithstanding the famous dictum in *Clarke v. Clark*, 14 W. R. 115, as to the supply of light and air which plaintiffs may reasonably calculate on enjoying in large cities, where the same unobstructed volumes of those necessities were not to be expected as fell to the lot of persons living in the country, was affirmed by the Lord Chancellor in the form that the defendant was not to darken, injure, or obstruct any of the plaintiffs' ancient lights, as the same were previously enjoyed; while the Lord Chancellor was willing to introduce a proviso into the order similar to that adopted in *Stokes v. The City Offices Company*, enabling the parties to come before the Chief Clerk, in order to have it ascertained whether any proposed addition to the new buildings would or would not be a violation of the injunction, and that it should in like manner be left open to the plaintiffs to show, if they could, that the buildings already erected materially interfered with the light theretofore enjoyed by them. The injunction, it should be observed, was mandatory as well as preventive, extending to a restraint from permitting to remain any buildings already erected which would cause any obstruction to the pristine light and air. But the Lord Chancellor, though he agreed thus far with the order in the Court below, could not concur with the Vice-Chancellor that the Court ought to make any declaration narrowing or appearing to narrow the right of the plaintiffs to the quantity of light heretofore used by them for the purpose of their business. Having regard to the state of the evidence, the case, he thought, was ripe for a decree in the terms which he had indicated. The issue raised on the pleadings was whether the de-

fondant, by raising his new buildings to a certain height would or would not cause material injury to the plaintiffs. In such circumstances he did not think it open to the Court to refuse to make a decree, leaving the parties to raise what would be substantially a new issue, that is, whether the defendant, by altering his original intention, might not be able to take a course not likely to cause injury to the plaintiffs. That, the Lord Chancellor said, would, in truth, be a new suit.

The result, therefore, of this decision is, that the Court will so far assist a defendant who, in improving his property, takes steps to increase the height of his buildings to his neighbour's prejudice, as not to leave him entirely at the peril of a motion for committal on breach of injunction if he goes on with his plans. The Court will allow him to apply at chambers to ascertain whether what he does in prosecution of those plans amounts to breach of the injunction issued against the carriage of them into effect. But the Court will not allow him to subject the plaintiff to the consideration in chambers of new plans. The defendant must undertake the execution of any such plans at his own risk, and the plaintiff, if he thinks he has ground for relief, must file a fresh bill. Here possibly the Legislature might interpose. It might give relief to the extent of enabling matters to be disposed of by the Court in one suit or proceeding, as attempted by the Vice-Chancellor, which are now, according to the Lord Chancellor's view of the practice of the Court, properly matters for distinct suits.

Such a change would be no great stretch of legislative power after the summary extinction of the old city custom. As certified by the Recorder in 1757 in the case of *Plummer v. Bentham*, 1 Burr. 244, the custom was that "if the windows or lights of any messuage or house in the city, near, or contiguous, or adjoining to another ancient messuage or house, or to the ancient foundation of another ancient messuage or house in the city of another person, were looking, fronting, or situate towards, upon, or over against the other messuage, or house, or ancient foundation thereof, although such messuage or house, and the lights and windows thereof were ancient, yet the owner of such other messuage or house well and lawfully might, at his will and pleasure, his said other messuage or house exalt or erect anew upon the ancient foundation, or erect thereon a new messuage or house without restriction as to light, unless there were some writing, instrument, or record to the contrary." This custom is not specially mentioned in the Prescription Act, but right to light is made indefeasible, "any local usage or custom to the contrary notwithstanding." The object, no doubt, was uniformity in the law, but uniformity of law under diversity of circumstances may, as the Lord Chancellor intimated by his remarks in the principal case, be too dearly bought. There were other customs of the city more justly abolished. Some of them occasionally worked great hardship. Thus the custom of distribution of an intestate's estate, which custom was specially saved by the Statute of Distributions, came as a surprise on a family the head of which happened to have been by birth, or in an honorary manner, a freeman of a city guild. Within our knowledge such a case occurred where a marriage settlement had been made on the wife in the ordinary course, without taking notice of the custom that a settlement by a husband making any provision for his widow in his personal estate barred her customary right. The consequence was that, instead of taking one third of the estate by the custom, and a third of the third of it, which was called "the dead man's" part and was distributed according to the statute, that is, in the whole, four-ninths, she took only one-sixth; for as she was barred the estate became divisible in halves according to the custom, one half for the children, and the other, "the dead man's", subject to distribution under the statute. The bar by the settlement was not found out until after the widow had received the produce of the four-ninths and spent it, so that the guardian of the children, who was

privity to the misappropriation, had in effect to make good the difference to them, amounting to £4,000, out of his own pocket.

## REVIEW.

*A Digest of all the Reported Decisions in the House of Lords, Privy Council, Common Law, Equity, Divorce, Probate, Admiralty, Bankruptcy, and Ecclesiastical Courts, with Selections from the Irish Common Law and Chancery Reports: References to the Statutes passed, and Rules and Orders of Court promulgated, and a Collection of Cases overruled and impeached from Hilary 1865, to Hilary 1866.* By R. A. FISHER, Esq., Barrister-at-Law.

Mr. Fisher's name has been so long and favourably known to the profession as an author, and especially in connexion with the continuation of Harrison's Digest, that nothing more need be said of the present volume of the series, than that it fully sustains Mr. Fisher's reputation as a laborious and careful analyst, with great powers of condensation, and lucidity of arrangement. This volume is all that a digest should be; the plan is exhaustive, and the references, as far as we have been able to judge, accurate; and the cases are succinctly and clearly stated. It embraces all the statutory and judicial law and equity of the year, and affords ready reference equally useful to both branches of the profession. It will serve as a most valuable companion and guide, and to the judges in chambers it must prove a most useful book of reference.

## COURTS.

### COURT OF COMMON PLEAS.

May 22.—*In re an Attorney*—Mr. Francis moved for a rule calling upon an attorney to show cause why an attachment should not issue against him for disobedience to a rule of court made in July, 1865. The applicant employed the attorney to sue for a debt of £60, and this amount and costs were paid to the attorney soon after the writ was issued. He, however, led the applicant to believe that the proceedings were still pending. The applicant at length discovered from the attorney of his debtor that the money had been paid; and this led to an application to Mr. Justice Willes that the applicant's attorney should pay over the money. He, however, said that he had a contrary claim for costs, and the matter was referred to the Master to inquire if this were so. Before the Master the attorney withdrew all claim for costs, and upon the Master certifying this Mr. Justice Willes made an order for the attorney to pay the £60 and the costs of the reference forthwith. This order was made a rule of court, and served upon the attorney, who instead of paying the money was now about passing through the bankruptcy court.

The LORD CHIEF JUSTICE granted the rule, and added that it should also be to shew cause why the attorney should not be struck off the rolls.

### COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY.)

May 22.—*In re Patrick Dillon Triven*.—This was a first meeting. The bankrupt was described as formerly of Moate, in the county of Westmeath, and elsewhere, manager of the National Bank, but now of Osborne-terrace, Clapham-road, solicitor's clerk. The National Bank appears on the list as a creditor for £9,000. Altogether the liabilities amount to about £11,000 with assets said to be of an extremely doubtful nature.

Chidley (Solr.), and C. E. Lewis (Solr.), appeared in the case.

Several proofs were admitted and J. C. Ladbury (Solr.), of 27, Red Lion-square, was appointed assignee; Chidley being the solicitor under the proceedings.

## GENERAL CORRESPONDENCE.

### ARE AUCTIONEERS BOUND TO GIVE STAMPED RECEIPTS?

Sir,—Some auctioneers do, and some do not, give stamped receipts when they receive amounts exceeding £2. I may say that we do not; and we think we are not bound to do so, inasmuch as when we receive money we give no receipt

whatever, in the ordinary acceptation of that term, but merely write "Deliver," and append our signatures. A doubt has been suggested to us as to the legality of such a proceeding. Can any of your numerous readers clear it up?

A. & B.

#### ESCROW.

Sir,—Some months since you had an article in your Journal upon the effect of delivering a deed as an escrow, but the particular number I cannot now lay my hand on; and, as I am desirous of referring to it again, perhaps you will kindly favour me with the date of it at your convenience.

INQUIRER.

May 21.

[We have searched for this article, but have been unable to find it. Perhaps some of our readers can help us.—Ed. S. J.]

#### THE LAW REPORTS.

Sir,—The *Law Reports* were ushered into the world with so much flourish of trumpets; so much "tall talk" about the perfections of the system of law reporting to be inaugurated; so many promises were made of punctuality, of conciseness, and judicious selection, that public expectation was raised on "tip-toe" to behold the advent of this "*rara avis*," this new "*avatar*." The first number in due time appeared, and need it be said how it realized those expectations? The critic said, "Let us wait;" its friends and supporters cried, "The staff has not got into working order yet—be patient." We have therefore waited, and now that the reports are in their fifth number, no one can censure criticism as being too premature.

Let us see how the present number of the *Law Reports* illustrates those special perfections on which the originators grounded their claim to exclusive superiority. We must premise that punctuality scarcely seems to be the forte of the new reports; for in the number for May we find cases decided so far back as January 27. This, however, may be deemed a matter of temporary importance; and, therefore, let us see how, in the higher essentials of succinctness and judicious selection, this number of the *Reports* has fulfilled the promises made at starting. At the very outset of the common law series will be found a continuation of the case of "*The Queen v. Godmanchester Local Board*," occupying eight and a-half pages, and turning on a point by no means so important as to warrant the very lengthy notice accorded to it.

Again, what new principle of law, or rather what principle at all, do we learn from the case of *Buck v. Hurst*, p. 297? The facts of that case are shortly these:—The plaintiff lent money to A. upon B.'s promise to become surety for its repayment; and after the money was advanced, A. and B. signed and delivered to the plaintiff the following memorandum: "We jointly and severally owe you £60."—Held evidence for the jury of an account stated by A. and B. jointly. The case speaks for itself.

Once more, what value can we attach to the promise of a judicious selection when such a case as *The Great Western Railway Company v. Redmayne*, 329, is considered worthy of a place in reports claiming to be the exclusively "authorized Reports." In this case the Plaintiffs sent goods from M. by the defendants' railway to his traveller at C.; the delivery of the goods was, through the negligence of the defendants, delayed until after the traveller had left C., and the plaintiff, in consequence, lost the profits which he would have derived from a sale at C. Held, that in the absence of notice to the defendants of the object for which the goods were sent, the plaintiff could not recover from them such profits as damages for the delay. The point raised in this case, as to remoteness of damage, has been decided over and over again, and is as clearly settled as any principle of law can well be; and this, Mr. Editor, is another illustration of judicious selection—another new and hitherto unknown principle of law for ever fixed and enshrined in the pages of the only "authorized reports."

Finally, if this is to be deemed a fair specimen of the new style of law reporting, in the interests of public justice and of the law, which must depend so much on a thorough and accurate system of reporting, we would warn the profession from discouraging "free trade" in reporting, and thus delivering themselves bound hand and foot into the power of a "monopoly" which, though in high-sounding terms claiming no other object than the "good of the public," means

by that magniloquent phrase nothing else than the "good of the public" so far as compatible with the pecuniary interests of its proprietors, projectors, or whatever else you may please to call them.

LEX.

#### RAILWAY NUISANCES—SMOKE.

In answer to "Inquisitor," it will be seen that the only statutes dealing with the "Smoke Nuisance" are 1 & 2 Geo. 4, c. 41, which, having been passed before the introduction of the locomotive steam engine, it is presumed will be inapplicable; and 16 & 17 Vict. c. 128, amended by 19 & 20 Vict. c. 107, the Metropolitan Smoke Nuisance Acts, which are not applicable to the nuisance complained of. An application to the Legislature to extend the principle of the above Acts to locomotives is the only remedy therefore.

LEX.

#### CONVEYANCING.

Sir,—In answer to "A Student" I beg to refer him to *Ex parte Taverner*, 7 D. M. G. 627, 4 W. R. 29, where a married woman, tenant in tail, executed with the concurrence of her husband, a disentailing deed which was enrolled under the Act 3 & 4 Will. 4, c. 74, within six months, but it was not acknowledged by her till long afterwards. Held, that as it was not necessary that the acknowledgment should precede the enrolment, the deed was effectual.

LEX.

Sir,—In answer to the letter of "Student," in your last number, I beg to say that the meaning of the section referred to seems to me free from doubt. I need scarcely remind your correspondent that the acknowledgment of a deed before enrolment is a different thing from the acknowledgment of a deed by a married woman under the Act; and the effect of the section is to abolish the former ceremony in reference to deeds required by the Act to be enrolled.

A LONDON SOLICITOR.

#### APPOINTMENTS.

JOHN CALVERT STRONGE, Esq., senior divisional magistrate of Dublin, to be solicitor of Inland Revenue, department of stamps and excise, *vice* Sir George Smyly, Esq., Q.C., deceased.

C. T. PRESTON, Esq., of Lincoln's-inn and the Northern Circuit, to be stipendiary magistrate for Birkenhead.

PETRUS JOHANNES DENTYSEN and JAMES COLEMAN FITZPATRICK, Esqs., to be puisne judges of the Supreme Court of the colony of the Cape of Good Hope.

SIMEON JACOBS, Esq., to be Solicitor-General for that colony.

#### PARLIAMENT AND LEGISLATION.

##### HOUSE OF COMMONS.

Thursday, May 24.

COMPANIES ACT (1862) AMENDMENT BILL.

This bill was read a third time.

##### Pending Measures of Legislation.

BANKRUPTCY LAW AMENDMENT ACT, (continued from p. 689.)

Proceedings to obtain Adjudication of Bankruptcy.

1. Proceedings by petition.

104. Any creditor, whatever the amount of his debt, may petition for adjudication within twelve months after act of bankruptcy, but no debtor may hereafter petition for adjudication against himself.

105. "In the computation of debts for the purpose of any petition under this Act, there shall be reckoned as debts:—

1. Debts unsecured:

2. Sums due to creditors holding mortgages, securities, or liens, after deducting the value of the property comprised in any such mortgage, security, or lien:

3. Such interest and costs as, after making a like deduction in case of any mortgage, security, or lien, shall be due in respect of any of the debts:

4. Any credit given to any debtor upon valuable consideration for any sum payable at a certain time, which time shall not have arrived when such debtor



committed the act of bankruptcy in respect of which the petition is filed, after making from such credit a like deduction for any mortgage, security, or lien held for the same :

But no debt barred by any Statute of Limitations, or which has been proved or proveable against the debtor under any prior bankruptcy or insolvency in any part of her Majesty's dominions, shall be deemed a debt for the purpose of this section."

106. Form of Petition and affidavit.

107. Every such petition shall be filed, when the debt is fifty pounds, in the Court of Bankruptcy, and when under fifty pounds in the County Court, within the district of which respectively the debtor has resided or carried on business during the six months next preceding the filing of the petition, or for the longest period during such six months.

108. Any Court, or the Court of Appeal, may consolidate the proceedings under two or more petitions, or may impose any petition and the proceedings thereunder, or any part thereof, upon such terms as the Court shall think fit.

109. Before adjudication against a debtor under section 90, the petition to be served on him personally.

110, 111. Court may before adjudication summon witnesses to prove act of bankruptcy, and shall make adjudication, &c., upon proofs of requisite conditions.

112. Where petitioner does not proceed, Court may adjudicate, upon the application of any other duly qualified creditor. Court may proceed notwithstanding death of bankrupt.

113. Petitioning creditor to proceed at his own costs until election of Trustee.

## 2. Proceedings by Judgment Debtor Summons.

114, 15. Every judgment creditor entitled to sue out against a debtor a writ of *fiery facias* and every holder of a peremptory order for payment, issued by any Court of Equity, Bankruptcy, or lunacy, may on filing an affidavit in the form contained in schedule (O.), sue out a Judgment Debtor Summons, in the form of Schedule (P.).

116. The judgment debtor summons shall,

When the debtor is in England, issue out of the Court of Bankruptcy for the district in which the debtor usually lives, or at the time of the issuing of the summons happens to be:

When the debtor is not in England issue out of the Court of Bankruptcy for the district in which is the debtor's usual or last known place of abode in England.

117, 18. Regulations as to service of summons.

119. Procedure upon appearance of debtor.

120. The provisions contained in section 191, as to commitment, apply to a debtor appearing on a judgment debtor summons.

121. If, after service of such summons, or due notice thereof, the debtor shall not pay the debt and costs, or shall not appear, the Court may adjudge him bankrupt, without the presentation of a petition for adjudication or other proceeding; and the adjudication shall have relation back to the service of the summons, or the publication of the first notice in the *Gazette*, as the case may be.

122. Regulations as to proceedings in respect of adjudication abroad.

123—125. Regulations as to proceedings by or against partnerships.

126. No adjudication to be dismissed by reason only of concert.

127, 128. Bankrupt to have notice of adjudication and to be allowed seven days to show cause before being gazetted, except in certain specific cases.

129. If bankruptcy not disputed within certain time *Gazette* to be conclusive evidence.

130—132. In case debtor against whom petition has been filed be about to quit England, or to remove or conceal his goods, with intent to defraud creditors, he may be arrested and his goods seized, and the Court may take measures to preserve estate, by appointing a receiver or otherwise, and may order Bankrupt's papers to be sealed up.

133. Petition not to be dismissed for error in selection of Court.

134, 135. Petition filed in County Court may be transferred to the Court of Bankruptcy, or Petition in one district to more convenient district.

136. Procedure on Transfer.

137. Court to which transfer made not to have power to transfer, but appeal to lie against order of transfer, or refusal to make such order, and court of appeal to have power to order transfer to any court it shall think fit.

## Election of Trustee and Inspectors.

138. The Court shall, in the order of adjudication, appoint the first meeting of creditors, which shall be intimated in *Gazette*.

139. If time for disputing adjudication enlarged, new day to be fixed.

140. Procedure at Meeting.

141. Creditors who have proved debt, and have been entered in the minutes, shall then and there elect, by a majority in value, a trustee, and if they think fit a second person as substituted trustee, to act in succession, in case of non-acceptance, death, or disqualification of the person first nominated, and in the case of an adjudication of bankruptcy against partners, the creditors may either elect one trustee for all the estates, or separate trustees for the joint estate, and for the estates of all or each of the individual partners.

142—4. Registrar or commissioner to declare trustee duly elected. When registrar not present, chairman to report to him, and such declaration to be final.

145. Trustee to give security.

146. Certificate of appointment of trustee to be given by registrar, and to be a complete title.

147. The meeting shall, after the election of trustees, elect by a majority in value two or more inspectors of the bankruptcy. If in any case such inspectors shall not be elected, or shall decline to act, the duties of the inspectors shall be performed by the Court.

148. Trustee may be a creditor, but bankrupt's relation, &c., disqualified, and the like as to inspectors.

149. Trustee may order the election of a new trustee.

150. Removal or resignation of Inspector.

## Proof of Debt.

### 1.—General Rules.

151—153. *Bona fide* creditors, in respect of debts contracted after an Act of Bankruptcy may prove. Notice of Acts of Bankruptcy to agents of corporate bodies, &c. Proving debt to be an election not to proceed against bankrupt by action.

### 2. Debts liquidated or certain.

154. Set off.

155. Interest.

156. Discount.

157. Costs, &c.

158. Debt payable by instalments.

159. Rent, &c.

160. Goods pledged by agent.

161. Partner of two firms.

162. Bottomry or respondentia bonds and policies of assurance.

### 3. Debts contingent or unliquidated.

163. Premiums upon policies of insurance.

164. Debt payable upon a future contingency.

165. Unliquidated damages.

166. Annuities.

4.—167, 168. Debts arising from guarantee by sureties.

### 5.—Debts secured on bankrupt's property.

169. "A creditor having security for his debt, or having made any attachment of the goods and chattels of the bankrupt, shall receive upon any such security or attachment no more than a rateable part of such debt, except in respect of any execution or extent levied by seizure and sale upon or any mortgage or of lien upon any part of the property of such bankrupt before the date of the filing of a petition for adjudication of bankruptcy."

170. Creditor holding security to put a specified value on such security, and prove for the balance only.

171. If a creditor holding security proves for the balance, the trustee, with consent of the inspectors, may either require assignment of the security at the expense of the estate at the specified value, or reserve to such creditor the full benefit of such security.

### 6. Further deductions from proof for voting.

172. Creditor holding collateral security on which the bankrupt would have a right of indemnity or contribution, shall, before voting, put a specified value on such right of indemnity or contribution, and shall be entitled to vote in respect of the balance, and no more, without prejudice to his

right to prove the full amount of his debt for the purpose of drawing dividends.

173. In the last-mentioned case the trustee may require a conveyance of security by creditor on 20 per cent. addition to his own valuation. Creditor may correct valuation by new proof at any time before he has been required to convey.

174. Joint creditor entitled to prove under separate estate for the purpose of voting in the election of trustee.

175. Persons acquiring debts after adjudication not to vote for trustee.

176. Manner of proof of debts.

177—180. Admission of proofs for voting and for dividends.

181—186. Regulations for the examination of the bankrupt.

187—190. Regulations for the examination of other parties.

191—194. Regulations as to commitment of bankrupt or witness.

195—199. Regulations for second and subsequent meetings of creditors.

200. Trustee to take possession of estate and books, and make up inventory.

201. To recover funds of estate.

202. The trustee shall be paid by commission on the assets recovered, to be fixed by the inspectors in manner after mentioned, but he shall not be entitled to make any charge against the estate for remuneration to any clerks, accountants, managers, or other assistants, unless such charge shall be expressly directed by the creditors at a meeting, and the amount thereof allowed by the inspectors by writing under their hand; and all bills of costs, charges, fees, and disbursements of solicitors or attorneys employed by the trustee shall be duly taxed by the proper officer, but shall not be allowed as a charge against the estate until and in so far as they shall have been transmitted to the comptroller, and returned by him with a certificate that they have been properly incurred, either in pursuance of a resolution of the creditors at any meeting, or in the necessary course of management and realization of the estate.

203, 204. Not to retain funds for more than ten days under heavy penalties. To keep a minute book and to send copy of accounts to comptroller.

205. Inspectors to superintend the proceedings of the trustee, and give their advice and assistance relative to the management of the estate, and decide as to paying or postponing dividends, and report to general meetings of creditors.

206. Receiver, trustee, and inspector to be amenable to Court.

207. The trustee or an inspector, or any creditor who has proved or tendered proof, may appeal against any resolution of the creditors or decision of the inspectors; or against any decision of the trustee admitting or rejecting any proof, within ten days after the date of such resolution or decision. Such appeal shall in no case operate as a stay of the proceedings. On an appeal the Court may rescind or vary the resolution or decision as it shall think just.

208. Real estate of bankrupt to vest in trustee.

209. When a conveyance of the property of a bankrupt would require to be registered, the certificate of appointment of the trustee shall be registered.

210. 3 & 4 Will. 4 c. 74, ss. 56—69, 71—73, to extend and apply to proceedings in bankruptcy under adjudication of bankruptcy.

211. The trustee may dispose for the benefit of the creditors of any copyhold and customary lands of bankrupt.

212, 213. Trustees may take or decline leases, &c.; and if trustees do not determine which to do, lessor, &c. may apply to the Court. Trustees may elect to take lease for limited period, not exceeding six months from adjudication; and may execute powers previously vested in bankrupt.

214. Life estate in remainder, &c., not to be sold before it falls into possession, without an express direction of the Court.

215, 216. Personal estate to vest in trustees.

217—230. Regulations as to the realization of the estate by the trustee.

231—233. Power of Court over certain conveyances, &c., made by bankrupt.

234. *Bona fide* purchases.

235. Execution.

236. Distress.

237. Warrants of attorney to confess judgment.

238. Petitioning creditor compounding with debtor after bankruptcy, shall forfeit his whole debt, and shall also deliver up the composition monies &c., to the trustee, for the benefit of the creditors.

239. Where bankrupt is a trustee, the Lord Chancellor may order conveyance or assignment to another trustee.

240—247. Regulations as to actions and suits by or against trustee.

#### Payments to be made in Priority.

248—250 Parochial rates: assessed taxes: monies belonging to any friendly society: wages and salary.

251. Apprentices to bankrupts discharged from their indentures, and Court may order any reasonable part of the premium to be returned to such apprentice.

## IRELAND.

### COURT OF COMMON PLEAS.

(Before MONAHAN, C.J., KEOGH, and O'HAGAN, JJ.)

May 8.—*Kane v. Mulvany*.—Their Lordships delivered judgment in this case, which was argued during the term, and stood over. It came before the Court upon demurrers taken by the plaintiff to certain defences filed by the defendant. The action was brought by the plaintiff, who is a solicitor, against the defendant, who is a civil engineer and architect, to recover damages for certain statements which were made by Mr. Rodwell, Q.C., before a committee of the House of Lords, in the matter of the Dublin Trunk Connecting Railway, and after the rejection of the bill by the committee, and also in reference to a petition which had been prepared for presentation to the House of Lords for a recommitment of the bill. The petition never was presented, and the plaintiff complained that the statements of Mr. Rodwell, Q.C., were published and extensively circulated by the defendant, and contained injurious reflections upon the evidence given by the plaintiff before the committee, and imputed corrupt motives to him. The defences demurred to averred that the alleged libels were fair comments on, and fair reports of, proceedings in a court of justice. There was also a plea of justification.

*S. Ferguson, Q.C.*, and *Boyd*, were in support of the demurrers; *Heron, Q.C.*, and *Monahan*, in support of the pleas.

MONAHAN, C.J., delivered the judgment of the Court, stating that a committee of the House of Lords should be considered a court of justice, and that on the authority of the case of *Cooper v. Lawson*, 9 Ad. & El., and *Travers v. Potts*, 15 Ir. C. L. Rep. 11, the evidence of witnesses examined before it was a fair subject for comment; as also that every subject of the Queen had as good a right to make fair comments on the evidence of a witness examined before such a tribunal as the proprietor of any newspaper had. The demurrers embracing those points to be overruled; the remaining demurrer to be allowed.

### THE IRISH BENCH.

The Lord Chief Justice did not attend the meeting of the benchers on Tuesday, but on Wednesday took his seat on the bench as usual. Mr. Justice Hayes is still absent from indisposition. The profession have heard with deep regret that Mr. Justice Christian has been obliged to go abroad, his state of health being such as to prevent him from taking his seat in the Court of Common Pleas.

### NEW BENCHERS.

The vacancies in the benchers of the Honorable Society of King's Inn, made by the deaths of Serjeant Sir John Hawley and Mr. William Armstrong, Q.C., have been filled up by the election of Mr. David Sherlock, Q.C., and Mr. Charles Shaw, Q.C. For some time Mr. Sherlock went the Munster circuit, but for several years past he has devoted himself almost wholly to the Equity Courts, where he enjoys a very extensive practice. He was called to the bar in Hilary Term 1837, and received a silk gown in July, 1855. Mr. Shaw is a leader on the Leinster circuit, and holds the office of one of the revising barristers of the city of Dublin. He was called to the bar in Hilary Term 1840, and was given a silk gown in February 1863. He is brother to the Right Hon. Frederick Shaw, recorder of Dublin.

## SOCIETIES AND INSTITUTIONS.

## THE INCORPORATED SOCIETY OF ATTORNEYS AND SOLICITORS (IRELAND).

The general half-yearly meeting of this society was held on the 9th inst. in the Solicitors' Hall. There was a numerous attendance. The chair was taken at two o'clock by RICHARD ORPEN, Esq., President. Mr. John H. Goddard, secretary to the society, submitted the balance-sheet, from which it appeared that the income of the year had been £763 14s. 9d., and the disbursements £757 4s. 11d., leaving a balance of £6 9s. 10d. in bank.

The CHAIRMAN stated that the general meeting of the society had directed the council to take steps for the reduction of attorneys' certificate duty. They had been in communication with the Incorporated Society of London on the subject, and it had been arranged to go forward together to Parliament for the purpose, the plan proposed being to have the duty reduced from £5 to 5s. per year. The arrangement was, that Mr. Denman was to make a motion to that effect in the House, and get a resolution in favour of the reduction; but, on consideration, Mr. Denman was of opinion that the present was not a favourable time for doing so. The English society had decided that they would not press the matter forward this session at all; and their own society was of opinion it would be quite useless to attempt to carry the matter without the assistance of the English society. Therefore, the matter had been, of necessity, adjourned till next year. The other matter on the paper was that the general meeting had directed the council to take steps to have a bill promoted to have the solicitors of Ireland placed in the same position as those in England, and to have them governed in the same way. That bill had been brought in by Lord Chelmsford in the House of Lords, and had passed the second reading. After the bill had been printed, a statement or report was prepared by the benchers in opposition to the bill, and duly sent forward. The council had obtained a copy of that statement, and prepared a reply to it, which it was intended should be presented to the House, and sent forward to those who were in favour of the bill, for the purpose of having the matter brought forward and discussed.

Mr. W. ROCHE asked Mr. Goodman to state all the facts of the case, as he was conversant with them.

Mr. J. F. GOODMAN then proceeded to state in detail the steps that had been taken to assimilate the laws relating to attorneys in Ireland to the same as those in England. For many years past the solicitors had been members of the King's Inns, with all the privileges and advantages attached to that membership. In 1794 the benchers framed a code of rules with the avowed object, they said, of insuring that the apprentices were properly educated gentlemen, and that those who, having served their apprenticeships, sought to become attorneys, had acquired a proper knowledge of the profession whose duties they were about to enter upon. With that object they had imposed upon them fees to a very considerable amount, but took no other step except requiring an affidavit that the person seeking to be admitted was educated according to the usual course befitting a gentleman. Matters remained so till this society came into existence; and when it did, and saw that those fees were paid to the benchers for purposes from which they derived no advantage, they commenced a course of agitation which resulted in the erection of the Solicitors' Buildings. Examiners were appointed for testing the apprentices, and a lecturer to deliver a course of lectures to them during their apprenticeship. At the same time that the benchers instituted that examination, they also imposed on every apprentice a fee of three guineas, which would cover the exact amount now applied for those educational purposes. They all knew of whom the bench was composed—the judges of the land and practising barristers. And although the solicitors had the honour of being members of the King's Inns, yet they had no voice in the election of those members; neither was any account rendered to them of how the money was spent, for they were not allowed to interfere in the management of the concern.\* Now, considering the connection they had with that body, he did not see why they had any right to exercise a control over a body of men like the attorneys of Ireland, who were in every way capable and efficient enough to manage and conduct their own affairs in a proper business-like way. Their English brethren had that privilege for a

long time, and exercised it with advantage to their profession. The object of their bill now was to transfer from the benchers the control over their branch of the profession, and to place that control in the hands of responsible officers of the Crown and of the judges of the land, who were to make rules for adoption by the profession, which were to be carried out by the Incorporated Society themselves.

Mr. LITLEDALE was opposed to severing their connection with the benchers, with whom they had been connected for over 200 years. He would therefore propose that that connection should continue, and that if they were admitted to a proper share in the management, they would not ask to sever.

The motion was not seconded.

Mr. GODDARD then read resolutions approving of the bill, which had been forwarded from the Law Societies of Cork, Belfast, and Waterford.

Mr. PROCTOR, of Londonderry, expressed his regret that the Law Society of that city had received no notice of the present proceedings.

Mr. WILLIAM ROCHE said that the circumstance was purely accidental, and would not, he trusted, have the effect of inducing the society in question to withdraw their very valuable support from the promoters of the present measure.

Mr. SHANNON moved that the marked thanks of the society be given to the council, and especially to Messrs. Ellis and Goodman.

Mr. POLLOCK, of Sligo, in seconding the resolution, expressed his full concurrence in the bill. Aristocratic connections were occasionally valuable; but he objected to a false partnership, in which all the profits went to one side and all the loss to the other.

Mr. A. ELLIS said that if they could obtain a fair representation amongst the benchers, they would not seek the bill; but that was impossible to be obtained under the present system. The proposed bill would, on the one hand, give the judges greater control over the profession than ever they had before; while, on the other, it would make several improvements. It would remove the anomaly by which it was at present possible for an attorney who had been struck off the roll of one court to continue to practise in another. It would reduce the amount of fees payable by apprentices before they could be admitted from £20 to £15—namely, £5 when articulated, and £10 upon admission. In return for that reduced fee, they would be supplied with lectures, professors, examinations, and everything that was enjoyed by the attorneys and solicitors in England.

The resolution was then put, and carried unanimously.

Mr. ROCHE said the council of the society had made a minute in reference to the premature death of the late Judge Hargreave, which he could not do better than read for the adoption of the meeting.\*

Mr. LITLEDALE expressed his concurrence in the expressions of the minute of council, which, he remarked, ought to be communicated to the widow of the late judge.

CHAIRMAN.—That has been already done.

Mr. PROCTOR called attention to the new regulations concerning the execution of all civil bill decrees.

After a few words from Mr. Stephens,

Mr. KENNEDY said he had a subject of very much importance to the profession to mention in connection with the death of the late Mr. Smyly. At the time of the appointment of Mr. Smyly to the office of Solicitor of Inland Revenue, he (Mr. Kennedy) formed one of a deputation to the Earl of Eglinton, who was then Lord Lieutenant, to present a memorial which had been adopted at a very influential meeting of the profession, complaining of the appointment of a barrister to an office which properly belonged to the solicitors. Lord Eglinton told them that he was unaware, up to that time, that the appointment then made involved any injustice, but that he would take care to have the matter brought before Government, so that it should not occur again. Two or three other Lord Lieutenants had held office since; and as it was desirable to prevent the appointment in future of barristers to offices properly belonging to the attorneys' profession, he moved the following resolution:—"Resolved—That having regard to the vacancy in the office of Solicitor of Inland Revenue of Ireland, the council be requested to draw the immediate attention of his Excellency the Lord Lieutenant to the memorial presented to the late Lord Eglinton, when Lord Lieutenant, in 1860, and his reply to the deputation

\* This is also true of the Bar, the Benchers, other than the Judges and Law Officers, being a self-elected body.—ED. S. J.

\* See 10 Sol. Jour. 692.



which presented same, respecting the appointment of barristers to official situations properly belonging to this profession."

Mr. SHANNON seconded the resolution, which passed unanimously.\*

Mr. PROCTOR moved that the society do express its regret at the death of William Armstrong, Esq., Assistant-Barrister for Londonderry.

Mr. MACROBY seconded the motion, which passed unanimously.

Thanks were then voted to the president, Mr. Orpen, with which the proceedings closed.

#### LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 22nd May inst., Mr. John Peachey, junior, in the chair, the following question was discussed: "Where a successor dies before the eight half yearly instalments of succession duty are paid, are the unpaid instalments a continuing charge upon the estate where the successor had not, at the time of his succession, the power of disposing by will of a continuing interest in such property, but acquired such power by his subsequent acts? 21st section of Succession Duty Act. *Attorney-General v. Lord Lilford*, 3 H. & C. 239." It was opened on the affirmative side by Mr. Hills, and on the negative side by Mr. Morgan, and upon being put by the President was decided in the affirmative.

#### THE INSTITUTE OF SHORTHAND WRITERS.

On Monday last a special general meeting of the members of the institute was held at the Law Institution, Chancery-lane, for the purpose of considering what steps should be taken in reference to clause 57 of the new Bankruptcy Bill. The President occupied the chair; and after considerable discussion it was resolved to refer the matter to the committee, to take such action as they might deem expedient. It was also decided, upon a ballot, that Mr. Walton should fill the vacancy which had occurred in the committee.

#### ARTICLED CLERKS' SOCIETY.

At a meeting of the society held at Clement's-inn Hall on Wednesday, the 23rd inst., with Mr. Edmund F. Davis in the chair, Mr. Stenning moved "That there should be an appeal in all criminal cases." Mr. Drummond, in the absence of the appointed speaker, opposed. The subject was decided in the affirmative.

#### ADMISSION OF ATTORNEYS.

##### Queen's Bench.

##### NOTICES OF ADMISSION.

*Trinity Term, 1866.*

[The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.]

COLLINS, JOSEPH PULLEN.—James Pearson May, 2, Princes-street, Spitalfields.

FORREST, SAMUEL.—Francis Hamp, Liverpool.

*Trinity Vacation, 1866.*

BROWNE, EDWARD MONTAGUE.—N. C. Wright, Bloomsbury-square; J. Becke, Northampton.

PONTON, FREDERIC WILLIAM.—W. H. Randles, Ellesmere; R. B. Moore, Birkenhead and Liverpool.

*Last day of Trinity Term, 1866.*

BARR, JOHN.—George William Hodge, Newcastle-upon-Tyne.

BIRTWHISTLE, ROBERT PARKINSON.—Thomas Crust, Beverley.

BOWER, VERNON.—Edward Bower, Birmingham; Mark Whyley, Birmingham; Frederick Price, Birmingham.

HALL, JOHN CRESSY.—Thomas Cave Hall, Deal, and Mornington-road.

HEATH, THOMAS.—T. D. St. George Smith, Derby.

HINCHLIFF, NATHANIEL.—F. Moojen, 8, Southampton-street.

JEYES, FRANCIS MONTAGUE.—F. F. Jeves, 22, Bedford-row.

MELLESEN, WILLIAM HENRY.—E. T. Brydges, Cheltenham.

MIDDLETON, JOHN BOULTREE.—R. A. Wallington, Leamington.

\* It will be seen, elsewhere, in our columns, that this appointment has again been given to a Barrister.—*Ed. S. J.*

NELSON, CHARLES FREDERICK.—W. Smith, Dartmouth. PASSINGHAM, AUGUSTUS ANWYL.—T. Helps, Chester. ROBERTS, JOHN BENNET, Jun.—W. Unwin, Sheffield.

[For previous names see ante page 604.]

#### NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

*June 13th, 1866.*

Andrew, Frederic, Croydon.

Breton, Alexander Gordon, Lyme Regis; Kingston-on-Thames; 46, Redcliffe-road; and Orvington-terrace, Brompton.

Dickson, Samuel Johnson Roberts, 35, Great Percy-street.

Giasing, Samuel Newson, 2, Grove-terrace, Islington.

Hugo, William Henry Temple, 33, Bedford-square; and 27, Acton-street, Gray's-inn-road.

Jackson, George Robert, 27, Charlotte-street, Islington.

Marshall, George, 17, Upper Stamford-street, Blackfriars.

Morrell, Frederic Parker, Oxford; 59, Davies-street, Berkeley-square; and 4, New-square, Lincoln's-inn.

Roberts, John Rice, Llangefin, Anglesea; Liverpool; Bishop's Waltham, Hants; and Rhewlas, Anglesea.

Stephens, William Henry, 30, Bedford-row; 98, Bond-street; and Wimbledon.

Ward, Samuel Broomhead, 6, Adam-street, Adelphi; and Telfont Rectory, Wilts.

#### COURT PAPERS.

##### EXCHEQUER CHAMBER.

##### SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

##### QUEEN'S BENCH.

Wednesday..... June 13 | Thursday..... June 14

##### COMMON PLEAS.

Friday..... June 15 | Saturday..... June 16

##### EXCHEQUER.

Monday..... June 18 | Tuesday..... June 19

#### PUBLIC COMPANIES.

##### ENGLISH FUNDS AND RAILWAY STOCK.

*LAST QUOTATION, May 24, 1866.*

[From the Official List of the actual business transacted.]

##### GOVERNMENT FUNDS.

3 per Cent. Consols, 87  
Ditto for Account, June 5, 85½  
3 per Cent. Reduced, 85½  
New 3 per Cent., 85  
Do. 3½ per Cent., Jan. '94  
Do. 2½ per Cent., Jan. '94  
Do. 5 per Cent., Jan. '73 —  
Annuities, Jan. '80 —  
Annuities, April, '85  
10 (Red Sen T.) Aug. 1908 —  
Ex Bills, £1000, 3 per Ct. 10s. dis  
Ditto, £500, Do. 3s. dis  
Ditto, £100 & £200, Do. 18s. dis  
Bank of England Stock, 5½ per  
Ct. (last half-year) 243  
Ditto for Account, —

##### INDIAN GOVERNMENT SECURITIES.

India Stock, 104 p Ct. Apr. '74 210  
Ditto for Account, —  
Ditto 5 per Cent. July, '70, 105  
Ditto for Account, —  
Ditto 4 per Cent., Oct. '88  
Ditto, ditto, Certificates, —  
Ditto Enforced P.r., 4 per Cent. —  
Ind. Enf. Pr. 5 p Ct., Jan. '72 100  
Ditto, 5½ per Ct., May, '79  
Ditto Debentures, per Cent.,  
April, '64 —  
Do. Do. 5 per Cent., Aug. '66  
Do. Bonds, 4 per Ct., £1000, pm  
Ditto, ditto, under £1000, — pm

##### INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	...
4000	40 pc & bns	County ... ..	100	10 0 0	...
40000	8 per cent	Eagle ... ..	50	5 0 0	...
10000	7½ is 8d pc	Equity and Law ...	100	6 0 0	...
20000	5 14s 3d pc	English & Scot. Law Life	50	3 10 0	...
5000	8 & 3 psh b	Gresham Life ...	20	8 0 0	...
20000	5 per cent	Guardian ... ..	50	5 0 0	...
20000	7 per cent	Home & Col. Ass. Ltd.	100	10 0 0	...
7500	16 per cent	Imperial Life ...	100	10 0 0	20½
50000	10 per cent	Law Fire ... ..	100	2 10 0	...
10000	32½ pr cent	Law Life ... ..	100	10 0 0	...
100000	8 pr cent	Law Union ... ..	10	10 0 0	16
20000	6s p share	Legal & General Life	50	6 9 0	...
20000	5 per cent	London & Provincial Law	50	3 12 6	...
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	...
2500	12½ & bns	Provident Life ...	100	10 0 0	...
689220	20 per cent	Royal Exchange ...	Stock	All	296
1500	6½ pr cent	Union ... ..	200	20 0 0	...
—	6½ per cent	Sun Fire ... ..	...	All	...
4000	...	Do. Life ... ..	...	All	...

## RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter .....	100	91
Stock	Caledonian .....	100	128
Stock	Glasgow and South-Western .....	100	114
Stock	Great Eastern Ordinary Stock .....	100	38
Stock	Do., East Anglian Stock, No. 2 .....	100	7
Stock	Great Northern .....	100	123
Stock	Do., A Stock .....	100	132
Stock	Great Southern and Western of Ireland .....	100	92
Stock	Great Western—Original .....	100	53
Stock	Do., West Midland—Oxford .....	100	40
Stock	Do., do.—Newport .....	100	36
Stock	Lancashire and Yorkshire .....	100	120
Stock	London, Brighton, and South Coast .....	100	95
Stock	London, Chatham, and Dover .....	100	26
Stock	London and North-Western .....	100	115½
Stock	London and South-Western .....	100	93
Stock	Manchester, Sheffield, and Lincoln .....	100	61
Stock	Metropolitan .....	100	124
10	Do., New .....	7	2 pm
Stock	Midland .....	100	120½
Stock	Do., Birmingham and Derby .....	100	91
Stock	North British .....	100	55
Stock	North London .....	100	122
10	Do., 1864 .....	5	7
Stock	North Staffordshire .....	100	75
Stock	Scottish Central .....	100	150
Stock	South Devon .....	100	49
Stock	South-Eastern .....	100	70
Stock	Taff Vale .....	100	143
10	Do., C .....	3	3 pm
Stock	Vale of Neath .....	100	103
Stock	West Cornwall .....	100	54

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

Thursday night.

"Black Friday" has now become a thing of the past, but its effects are still discernable. It was a prevalent opinion in well-informed circles that, although the actual pressure had subsided, commercial difficulties would be experienced; and such has, in truth, been the result. Houses known to have locked up their resources in securities not readily convertible, were regarded with interest and dealt with cautiously; and, in some cases, they have succumbed. Although commercial operations are, necessarily, brought within a narrower compass by the prevalent high rates for money, prudent men are carefully watching the signs of the times, and are prepared, when the present disturbance shall have subsided, to enter into the expansion of enterprise which must inevitably follow.

There is still a slight out-flow of gold from the Bank, and the discount markets consequently maintain firmness. There have been some exceptional transactions in bankers' acceptances at 9 per cent., but the ruling rate for commercial three months' bills is from 10 to 12 per cent.

At the Bank Court to-day, the directors made no change, and the usual weekly return is not unsatisfactory.

The failure of Macculloch and Co., in the cotton trade, is reported. The liabilities are said to be about £800,000.

According to a circular just issued, it appears that Mr. J. E. Coleman has been appointed provisional liquidator, pending the hearing of a winding-up petition in the matter of the Bank of London.

At the Annual Meeting of the Scottish Amicable Life Assurance Society, held this day, the report, which was highly satisfactory, was adopted. It appeared that there had been fourteen fewer deaths than during the past year.

Late this afternoon, it was currently reported that Russia had accepted the terms of the note to be addressed by England, France, and Russia to the armed powers, and that a conference had been accepted by Austria and Prussia.

The Stock Exchange Markets have been favourably influenced by the statements made in Parliament on Friday evening last, with reference to the negotiations pending between the European powers for holding a Congress; and by the satisfactory political intelligence from the Continent. The funds continue steady, consols being 86½ for money, and 85½ for the account.

India 5 per cents., July '70 are 105½.

In the Foreign Funds the variations have not been numerous. The new Brazilian Scrip is 8½ to 7½ dis; Greek Bonus, 10 to 11; ditto coupons, 3½ to 4½; Italian Loan, 1861, 39½; ditto, 1865, 57; Mexican Stock, 16½ to 16½; Turkish 5 per cents, 30 to 30½.

In English and Foreign Railway Stocks there has been no material variation; but prices generally are steady.

American Government Securities and Railway Shares are a little more in demand; but Atlantic and Great Western are dull.

There has been a good deal of fluctuation in Bank Shares; and in some instances a decided fall: Agra & Masterman are 15 to 17; Alliance Bank, 13½ to 14½; Bank of London, which have suffered severely, 10 to 9 dis.; City Bank, 15 to 16; East London Bank, 2½ to 1½ dis.; London and County, 63 to 65; London Joint Stock, 43 to 45; Union of London, 47 to 49.

In Miscellaneous, the prices are: Atlantic Telegraph, 24;

Credit Foncier, 3½ to 3½ dis.; General Credit, 3½ to 2½ dis.; Hudson's Bay, 15 to 16; National Discount, 5 to 6 prem.; Peninsular and Oriental, 71 to 73; Royal Mail, 107 to 110.

Insurance Shares have not changed hands much, this being a class of security usually held by *bona fide* investors.

Gas Shares have generally declined, owing to the rigid Parliamentary scrutiny which is being applied to their proceedings. On Monday the Imperial Continental will hold its half-yearly meeting at the London Tavern. Yesterday, at a special general meeting of the Ratcliff Company, it was resolved to raise £20,000 additional capital by the exercise of the company's borrowing powers.

There has been more activity in the market for British Mining Shares; and a demand has been experienced for Prince of Wales, East Caradon, West Chiverton, Chiverton and Great Wheel Vor.

The markets for cotton have been inactive. It is feared that large quantities are held by parties who have made advances at prices which will not be realized when shipments are again active, and that commercial disasters may result.

For the past few weeks there has been an unwanted speculation in the iron trade; and the price of pig iron, which a short time since was 82s. per ton, is now only 51s. 6d.

The failure of Messrs. Kynaston, Sutherland, & Co., colonial brokers, was announced yesterday. The engagements are supposed to be represented by about £100,000.

The stoppage of Messrs. Robinson, Coryton, & Co., private bankers and bill brokers, was reported.

At a meeting of shareholders in Overend & Co. (Limited) a desire was expressed to resuscitate the business, but definitive steps will not be taken till more precise information as to the assets is furnished.

The compulsory winding-up of the Commercial Bank Corporation of India and the East, was resolved upon.

At a meeting of the General Assurance Co. it was stated that 672 new policies had been issued during the year, producing annual premiums amounting to £5,714.

The suspension of Messrs. Luckie Brothers, merchants, was announced on Tuesday, the liabilities amounting to about £80,000.

Messrs. Gellatly, Hankey, and Sewell, in the shipping trade, have announced their suspension of payments, but anticipate a considerable surplus. In the meantime arrangements have been made to continue the business.

The annual meeting of the United Kingdom Provident Institution was held on Tuesday; and the report showed that in 1865 3,273 new policies were issued, assuring £631,342, producing in new premiums £20,412.

A conference between the principal shareholders and directors of the Egyptian Trading Company (Limited), was held on Tuesday, and after hearing a statement of the assets and liabilities, it was resolved that the call which had been made was the best step that could be taken by the directors in the permanent interests of the company.

A friendly petition has been presented to wind up the Oriental Commercial Bank with a view to the protection of the assets, pending arrangements for carrying on operations.

At a meeting of creditors of Messrs. Hallett, Ommanney, & Co., on Monday, it was resolved to wind-up under inspection. Many of the customers have gone over to the old established house of Messrs. Stilwell.

The European Bank, (Limited), suspended payment on Saturday last. It was established in 1863, and had five branches; at Paris, Marseilles, Amsterdam, Rotterdam, and Dublin. The liabilities were £2,000,000 in December last, but at the time of the stoppage, it is supposed they were reduced to £1,000,000. Petitions have been presented to wind up the Company, to be heard before Vice-Chancellor Stuart and Vice-Chancellor Kindersley, on the 1st of June; and it is announced that Mr. Kemp and Mr. Whinney have been appointed provisional liquidators.

The Bank of London, the shares in which have steadily declined of late, has, owing to the pressure, transferred its business to the Consolidated Bank. It was established in 1855, with a paid-up capital of £400,000; and the reserve fund was represented as being £302,324. Its last rate of dividend was 20 per cent.

The London Financial Association (Limited) has resolved to request the shareholders to contribute towards a loan in the proportion of £5 per share in order to meet disappointments arising out of the financial crisis, by means of which it is hoped the company will be enabled to continue its business, its general condition being stated to be highly satisfactory.

It is reported that arrangements are being made for the transfer of the business of the New Zealand Banking Corporation to another bank. The total liabilities are represented as £296,291; but the assets, if not hastily realized, are more than sufficient.

**AN INGENIOUS PRISONER.**—We learn from the *Melbourne Spectator*, that a curious point of law was raised by an ingenious prisoner in his own defence, at the Maryborough Circuit Court, Victoria, last week. One Coulter, being charged with obtaining money under false pretences by passing off a valueless cheque,

pleaded that as the cheque was post-dated, it was only a promise to pay, and therefore that he should have been arraigned rather on a civil than a criminal charge. The cheque, in fact, by being post-dated, was converted into a bill of exchange. The ingenious argument was admitted, after some demur, by Judge Williams, and the prisoner was acquitted. The point determined is of considerable value, we should imagine, to all persons in trade, and it seems strange that it should not have occurred before.

**LAW AS TO RITUALISTIC INNOVATIONS.**—The Archbishop of York stated in the House of Lords on Thursday that some of the bishops were at that moment engaged in taking the opinion of the most eminent counsel on the present state of the law as to the ritualistic innovations. We understand that the opinion has now been obtained, and, according to the Attorney-General, Sir Hugh Cairns, and other counsel, the ritualists are acting illegally, and may be stopped by legal process.—*Record*.

### ESTATE EXCHANGE REPORT.

#### AT THE GUILDHALL HOTEL.

May 22.—By Messrs. WILKINSON & HORNE.

Leasehold residence, being Devonshire Villa, Hounslow; also a ground-rent of £12 per annum, arising out of 2 residences adjoining; term, 99 years from 1850 at £12 per annum—Sold for £1,100.

#### AT GARRAWAY'S.

May 22.—By Mr. FREDK. PRIEST.

Freehold, Copyhold, and Leasehold, 3 residences, being Nos. 1 to 3, Lewis-place, Fulham, with stabling, meadow, and orchard; also a policy for £500 in the Solicitors' and General Life, on the life of a gentleman aged 60 years—Sold for £905.

By Messrs. C. & H. WHITE.

Leasehold, 6 houses, being Nos. 27 to 32, White Hart-street, Lower Kennington-lane—Sold for £1,030.

May 24.—By Mr. NEWSON.

Leasehold residence, being No. 2, Auckland-villas, Ashby-road, Canonbury, let at £60 per annum; term, 84½ years from 1831, at £5 10s. per annum—Sold for £265.

Freehold residence, being No. 4, Grove-villas, Church-road, Finchley, let at £26 per annum—Sold for £400.

Leasehold residence, being No. 3, Park-terrace, Highbury-park; term, £303 years from 1831, at £9 10s. per annum—Sold for £150.

Leasehold residence, being No. 17, Keppel-street, Russell-square, let at £70 per annum; also a coach-house and stable in South Keppelmews, let at £14 per annum; term, 98 years from 1807, at £42 per annum—Sold for £700.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

**BRABROOK**—On May 22, at Willes-road, the wife of E. W. Brabrook, Esq., Barrister-at-Law, of a daughter.

**BUCHANAN**—On May 20, at Argyle-road, Kensington, the wife of W. F. Buchanan, Esq., Barrister-at-Law, of a son.

**EVEREST**—On May 12, at Walton-on-the-Hill, near Epsom, Surrey, the wife of W. A. Everest, Esq., Solicitor, of a daughter.

**GOY**—On May 13, at Louth, Lincolnshire, the wife of Henry Cox Goy, Esq., Attorney-at-Law, of a daughter.

**WOOD**—On May 18, at New Cross, the wife of B. P. Wood, Esq., Solicitor, of a son.

#### MARRIAGES.

**ELLIS-SMITH**—On May 22, at the Parish Church, Brighton. W. C. Ellis, Esq., Lieut. H.M.'s Indian Army, son of W. R. Ellis, Esq., Barrister-at-Law, Chancery-lane, to Rosa, daughter of the late J. Smith, Esq., Mill-hill, Middlesex.

**SLEE-PAYLOB**—On May 17, at St. Clement's, Norwich, Henry W. son of H. Slee, Esq., Bradford, to Fanny E., daughter of the late F. C. Taylor, Esq., Solicitor, Norwich.

#### DEATHS.

**LAWRANCE**—On May 20, at Ipswich, E. E. Lawrance, Esq., Solicitor, aged 82.

**ST. GEORGE**—On March 13, at Rockampton, Australia, William A., son of the late T. B. St. George, Esq., Barrister-at-Law, aged 33.

**TRURO**—On May 21, at Eaton-square, the Dowager Lady Truro.

### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

**COOPER, JOHN, Shaftesbury, Dorset, Gent., deceased.** £166 13s. 4d. New £3 per Cent. Annuities—Claimed by J. T. Hillyar, and J. C. Thomas, surviving executors.

**COUSINS, THOMAS, jun., Excise Office, Aberdeen.** £22 10s. New £3 per Cent. Annuities—Claimed by G. Cousins, administrator of T. Cousins, deceased.

**FOWLER, REV. JOHN, Shillingthorpe, Lincolnshire.** £618 4s. 9d. Consolidated £3 per Cent. Annuities—Claimed by Rev. Wm Strode Fowler.

**HIXMAN, EDWARD, Durnford, Wilts, Esq., deceased.** One Dividend on the sum of £2,800 New £3 per Cent. Annuities—Claimed by E. Hixman, and Rev. R. Hixman, surviving executors.

**JESSE, CATHERINE JEMIMA, Upper Porchester-street, Bayswater, Widow, deceased.** Four Dividends on the sum of £400 Consolidated £3 per Cent. Annuities—Claimed by T. Moilliet, W. Jesse, and J. P. Townsend, executors.

**OLDHAM, CLEMENTIA ROBERTS, Brighton, Spinster, deceased.** One Dividend on the sum of £2,100 New £3 per Cent. Annuities, and one Dividend on the sum of £2,592 7s. 8d. Reduced £3 per Cent. Annuities—Claimed by Rev. G. A. Oldham, sole executor.

### LONDON GAZETTES

#### Winding-up of Joint Stock Companies.

FRIDAY, May 18, 1866.

##### LIMITED IN CHANCERY.

**Greenwich Tannery Company (Limited).**—Petition for winding-up, presented April 30, directed to be heard before the Master of the Rolls on May 28. Reep, Bishopsgate-st, solicitor for the petitioners.

**Financial Corporation (Limited).**—Petition for winding-up, presented May 16, directed to be heard before the Master of the Rolls on May 28. C. & H. Tahourdin, Victoria-st, Westminster, solicitors for the petitioner.

**Overend, Gurney, & Company (Limited).**—Petition for winding-up, presented May 12, directed to be heard before the Master of the Rolls on May 28. Fryer, Albemarle-st, Piccadilly, solicitors for the petitioner.

**Reese River Silver Mining Company (Limited).**—Petition for winding-up, presented April 27, directed to be heard before the Master of the Rolls on May 28. Lawrence, Fenchurch-st, solicitor for the petitioner.

**Oriental Commercial Bank (Limited).**—Petition for winding-up, presented May 18, directed to be heard before the Master of the Rolls on May 28. Ashurst & Co, Old Jewry, solicitors for the petitioner.

**Alliance Financial Company (Limited).**—Petition for winding-up, presented May 18, directed to be heard before the Master of the Rolls on May 28. Ashurst & Co, Old Jewry, solicitors for the petitioners.

##### UNLIMITED IN CHANCERY.

**Commercial Bank Corporation of India and the East.**—Petition for winding-up presented May 17, directed to be heard before the Master of the Rolls on May 28. Clarke & Co, Coleman-st, solicitors for the petitioners.

TUESDAY, May 22, 1866.

##### LIMITED IN CHANCERY.

**European Bank (Limited).**—Petition for winding-up presented May 19, directed to be heard before the Master of the Rolls on June 1. Wadson & Malleson, Austinfriars, solicitors for the petitioner.

**Glamorgan Iron and Coal Company (Limited).**—Petition for winding-up presented May 22, directed to be heard before Vice-Chancellor Wood on June 2. Mercer & Mercer, Mincing-lane, solicitor for the petitioner.

**Imperial Mercantile Credit Association (Limited).**—Petition for winding-up presented May 19, directed to be heard before the Master of the Rolls on June 2. Davis, Clifford-st, Bond-st, solicitor for the petitioner.

**Overend, Gurney, & Company (Limited).**—Petition for winding-up presented May 17, directed to be heard before Vice-Chancellor Kinsler on May 25. Travers & Co, Throgmorton-st, solicitors for the petitioner.

##### UNLIMITED IN CHANCERY.

**Fire Annihilator Company.**—It is ordered that a call of £18 2s. 6d. per share be made on all the contributors of this company, and that each contributory do, on or before June 1, pay to Wm Hy McCreight, Raymond-buildings, Gray's-inn, the balance which shall be due from him after debiting his account in the company's books with such call.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 18, 1866.

**Bate, David, Wolverhampton, Stafford, Gent.** June 30. Rutter & Neve, Wolverhampton.

**Brooks, Benj, Bishopwearmouth, Durham, Innkeeper.** June 30. Hanson & Son, Sunderland.

**Campbell, Thos, Basinghall-st, Clothworker.** June 13. Farrer & Co, 41, Knight-riders-st, Doctors'-commons.

**Campbell, Colonel Collin, Norfolk-st, Strand.** July 31. Young & Jackson, Essex-st.

**Dance, Jas, Winchester, Miller.** June 30. Treherne & Wolferstan, Aldermanbury.

**Drysdale, Wm Castellan, Dunbar, North Britain, Esq.** June 21. Roberts & Simpson, Moorgate-st.

**Duff, Harriet Wilhelmina, Brunswick, Germany, Spinster.** June 21. Roberts & Simpson, Moorgate-st.

**Ewald, Chas, Walsall, Stafford, Gent.** July 12. Barnett & Co, Walsall.

**Humble, Rev. Joseph, Tudhoe, Durham, Roman Catholic Priest.** July 14. Humble, Birtley, Durham.

**Jackson, Mary, Grappenhall, Chester, Widow.** June 28. Houghton & Wragg, St Helen's-pl.

**Livesey, John, New Wakefield, York, Innkeeper.** July 2. Chadwick & Son, Dewsbury.

**Longland, Jas, Chapel-rd, Stamford-hill, Gent.** June 20. Roche & Gover, Old Jewry.

**McKenna, Bernard, Birm, Safe Manufacturer.** July 16. Tyndall & Co, Birm.

**Pemberton, Charlotte, Birm, Spinster.** July 16. Tyndall & Co, Birm.

**Roberts, John Thos, New Romney, Kent, Surgeon.** June 25. Stringer, New Romney.

**Rollinson, Thos, Huddersfield, York, Publican.** June 1. Drake, Huddersfield.

**Smith, Thos, Knottingley, York, Gent.** May 26. Carter, Pontefract.

**Thomas, Wm, Stone, Stafford, Brickmaker.** June 12. Adderley, Longton.

**Trevethick, Thos, Kingston-upon-Hull, Mast and Block Maker.** June 30. Hayes, Gainsborough.

**Watson, Wm Lindley, Witley, nr Godalming, Surrey, Gent.** July 14. Pattison & Wigg, Lombard-st.

**Wetter, Conrad Thaddaus, Myddelton-sq, Clerkenwell, Distiller.** June 30. Eye, Golden-sq.

**Woodward, Wm, Smisby, Derby, Gent.** July 20. E. & T. Fisher, Ashby-de-la-Zouch.

TUESDAY, May 22, 1866.

**Blackburn, John, Leeds, York, Solicitor.** May 10. Blackburn & Son, Leeds.

**Bretherton, Peter, Birm.** June 16. Kettle & Co, Birm.



Barrows, Geo Herbert, Esq, Lieut H M's 21st Reg Inf. Aug 20. Ban-  
nister & Fache, John-st, Bedford-row.  
Clements, Robt, Rochester, Kent, Esq. June 11. Lewis & Bell,  
Rochester.  
Cusse, Thos, Idmiston, Wilts, Farmer. June 23. Wilson, Salisbury.  
Figg, Wm, Lewes, Sussex, Land Surveyor. June 30. Jones, Lewes.  
Hall, Wm, Stratford-upon-Avon, Warwick, Publican. July 1. Warden,  
Stratford-upon-Avon.  
Hanbury, Geo, Bridgnorth, Salop, Gent. July 2. Hardwick, Bridg-  
north.  
Hobbs, Wm, Reading, Berks, Gent. July 21. Cooper, Billiter-st.  
Lee, Edwd Wm Brown, Broadway, Leicester, Gent. July 1. Allen,  
Worcester.  
Long, David, Wymondham, Norfolk, Farmer. June 1. Hotson &  
Furness, Long Stratton.  
Lowe, Thos, Chester, Goldsmith. June 24. Bridgman & Co, Chester.  
Shore, Mary, Kate's-hill, nr Dudley, Worcester, Spinster. July 5.  
Barker, Wem, Salop.  
Shore, Thos, Walford, Salop, Farmer. July 5. Barker, Wem, Salop.

**Assignments for Benefit of Creditors.**

TUESDAY, May 22, 1866.

Bracehaw, Thos, Birkenhead, Chester, Draper. April 30. Quinn,  
Lpool.  
Coleman, Benj Brown, Birkenhead, Chester, Druggist. May 17. Quinn,  
Lpool.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, May 18, 1866.

Barber, Hy, John Barber, and Rawson Barker, Heckmondwike,  
York, Stone Masons. April 25. Comp. Reg May 17.  
Bernard, Hy, Manch, Tobaccoist. May 9. Asst. Reg May 17.  
Brown, Wm, Workop, Nottingham, Tailor. April 26. Asst. Reg  
May 17.  
Brown, Saml, Bluepits, nr Rochdale, Travelling Draper. May 15.  
Comp. Reg May 17.  
Bullough, John, Heald Knitter, & William Eaves, Blackburn, Lancas-  
ter, Inkkeeper. April 10. Asst. Reg May 16.  
Butterworth, Thos Taylor, Dudley, Worcester, Farmer. May 3.  
Comp. Reg May 16.  
Burgess, Edwim, Wilmslow, Chester, Mercer. May 11. Asst. Reg  
May 16.  
Byron, Wm, Hexham, Northumberland, Tailor. May 7. Asst. Reg  
May 16.  
Chapman, Chas, Commercial-chambers, Mincing-lane, Colonial  
Broker. April 20. Inspectorship. Reg May 16.  
Crane, Joseph, & Jas Crompton, Manch, Skirt and Hair Net Manu-  
facturer. April 17. Asst. Reg May 15.  
Davies, Jas, Shrewsbury, Salop, Rope Maker. May 7. Comp. Reg  
May 16.  
Dower, John Jas, Myddelton-pl, Clerkenwell, Engraver. April 19.  
Comp. Reg May 17.  
Durant, Lewis Rowcliffe Ryder, & Hy Ineson, Cross-st, Walworth,  
Ironmongers. May 8. Asst. Reg May 17.  
Edwards, Wm, Rotherfield, Sussex, Licensed Victualler. April 14.  
Comp. Reg May 18.  
Elwin, Thos Bousfield, Sunderland, Durham, Grocer. April 19. Asst.  
Reg May 15.  
Faiers, Wm, Queen's-rd, Dalston, Grocer. April 23. Asst. Reg  
May 15.  
Ferguson, Ralph Hodgson, East Rainton, Durham, Grocer. May 4.  
Asst. Reg May 16.  
Fiswick, Geo Alex, Hanley, Stafford, Agent. May 8. Comp. Reg  
May 18.  
Ford, Edwd, Henry-st, Portland-town, Ironmonger. April 26. Asst.  
Reg May 17.  
Furniss, Wm, Tarporley, Chester, Draper. May 10. Asst. Reg  
May 17.  
German, Wm, Gt Portland-st, Carpenter. April 19. Comp. Reg  
May 16.  
Ginstone, Eldred Horace, Ipswich, Suffolk, Tailor. April 18. Asst.  
Reg May 16.  
Goodson, John, Grenada-ter, Commercial-rd, Miliner. April 21.  
Comp. Reg May 17.  
Hale, Eliz, Hullavington, Wilts, Widow. May 7. Comp. Reg  
May 16.  
Harrison, Wm, Manch, Chemist. May 12. Asst. Reg May 17.  
Harker, Geo Jas, Stroud, Gloucester, Furniture Broker. May 9.  
Asst. Reg May 16.  
Hewitt, John, Workington, Cumberland, Clothier. April 25. Asst.  
Reg May 17.  
Horn, Sarah, & Anna Horn, Banbury, Oxford, Dressmakers. May 4.  
Reg May 17.  
Hubbard, Hy, Leicester, Confectioner. May 8. Comp. Reg May 17.  
Jacques, Wm, Bilton-with-Harrogate, York, Grocer. May 1. Asst.  
Reg May 18.  
Jones, John, Llanecston, Cornwall, Miller. April 21. Asst. Reg  
May 17.  
Jones, Robt Parker, Mortlake, Surrey, Schoolmaster. May 14. Comp.  
Reg May 16.  
Jones, Edwd, Pentre Broughton, Denbigh, Grocer. May 3. Asst.  
Reg May 16.  
King, Thos Wm, Hertford-pl, Haggerston, Builder. May 4. Comp.  
Reg May 18.  
King, John Thos, & Edwd Gilbert, Queen-st, Cheapside, Printers.  
May 3. Asst. Reg May 18.  
Loet, Wm, Stowmarket, Suffolk, Farmer. April 19. Asst. Reg  
May 18.  
Marland, Edwd, Manch, Engineer. April 23. Asst. Reg May 18.  
Melhado, Alf, Prince's-sq, Kensington-gardens, Promoter of Com-  
panies. April 28. Comp. Reg May 16.  
Miller, John, Lpool, Watch Maker. April 23. Asst. Reg May 17.  
Millson, Fredk Waller, Regent-st, Lambeth, Timber Dealer. April 26.  
Comp. Reg May 18.  
Mould, Joseph Harvey, Edmonton, Builder. April 26. Asst. Reg  
May 17.

Moye, John, Pleasant-pl, Lambeth, Oil and Colourman. May 12.  
Comp. Reg May 17.  
Oakshott, Saml, Southampton, Corn and Coal Dealer. April 20.  
Asst. Reg May 16.  
Parrott, Geo, Flooker's Brook, Chester, Tanner. April 23. Asst.  
Reg May 17.  
Parker, Hy Augustus, Marylebone-rd, House Decorator. May 12.  
Asst. Reg May 16.  
Parnill, Wm, Parkgate, nr Rotherham, York, Iron Weigher. May 2.  
Comp. Reg May 16.  
Partington, Leigh, Manch, Corn Factor. May 7. Inspectorship.  
Reg May 17.  
Pillinger, John Britton, Vauxhall-bridge-rd, Westminster, Trunk  
Maker. May 16. Asst. Reg May 18.  
Purvis, John Stokoe, South Shields, Durham, Grocer. April 18. Asst.  
Reg May 16.  
Quin, Edwd, Newcastle-upon-Tyne, Provision Marchant. April 21.  
Asst. Reg May 17.  
Russell, Norman Scott, Cardiff, Glamorgan, Shipbuilder. May 8.  
Inspectorship. Reg May 16.  
Shaw, Richd, Bury, Lancaster, Grocer. April 26. Asst. Reg May 16.  
Shrapnell, Hy, Lpool, Drysalter. May 14. Comp. Reg May 17.  
Skillen, Wm, jun, Crayford, Kent, Grocer. May 7. Comp. Reg  
May 18.  
Smith, John, Southmolton, Devon, Builder. April 28. Asst. Reg  
May 17.  
Stanley, John Martin, Sheffield, Ironfounder. April 10. Asst. Reg  
May 15.  
Van Weenen, Edwd David, Lamster-ter, St Peter-st, Islington,  
Dealer in Foreign Watches. May 13. Comp. Reg May 15.  
Wardale, Rev Chas Bradford, Trowbridge, Clerk. April 25. Asst.  
Reg May 16.  
Whetstone, Thos, Charles-st, Hatton-garden, Map Mounter. May 1.  
Comp. Reg May 18.  
Williams, Wm, Lpool, Merchant. May 12. Comp. Reg May 15.  
Wilson, Thos, Broughton Astley, Leicester, Farmer. April 28. Asst.  
Reg May 17.

TUESDAY, May 22, 1866.

Aaron, John Moses, London-rd, Southwark, Furniture Dealer. May  
18. Asst. Reg May 19.  
Alder, Ralph, Churton, Northumberland, Grocer. May 4. Comp.  
Reg May 18.  
Allen, Jas, & John Smith Betts, Guildhall-chambers, Basinghall-st,  
Merchants. May 17. Comp. Reg May 22.  
Backhouse, Daul, Leeds, Drysalter. April 23. Asst. Reg May 19.  
Baker, Alf, Deptford, Kent, Officer in H.M.'s Customs. May 9. Comp.  
Reg May 19.  
Baxter, Geo, Brightlinges, Essex, Grocer. April 20. Asst. Reg  
May 18.  
Bell, John Tebbut, Billiter-sq, Chas Gustavus Hy Ventz, & Augustus  
Chas Gumpert, Bombay, Merchants. May 17. Inspectorship.  
Reg May 19.  
Bradley, John, Oldfield, & Reuben Fielding, Oldham, Lancaster,  
Printers. May 17. Asst. Reg May 18.  
Brown, Jas, Braishfield, nr Romsey, Hants, Wheelwright. April 20.  
Asst. Reg May 18.  
Brown, Wm John, Canonbury-pl, Islington, Cheesemonger. May 9.  
Asst. Reg May 18.  
Brown, Geo, Dover, Fancy Dealer. May 5. Comp. Reg May 19.  
Brown, Isaac, Philpot-lane, Wine Merchant. May 18. Comp. Reg  
May 19.  
Burnett, John, Huntspill, Somerset, Surveyor. May 3. Asst. Reg  
May 19.  
Burr, Edgar, Uplyme, Devon, Gent. April 24. Comp. Reg May 19.  
Busfield, John Motley, Leeds, Wholesale Grocer. April 23. Comp.  
Reg May 18.  
Child, Jas Joseph, Lower Norwood, Surrey, Grocer. May 1. Comp.  
Reg May 21.  
Clark, Wm Thos, City-rd, Chronometer Box Turner. April 23. Comp.  
Reg May 21.  
Dey, Michael, Sheffield, Tailor. May 9. Comp. Reg May 21.  
Flocks, Wm, Southampton, Chemist. April 27. Asst. Reg May 21.  
Harding, Fredk John, Bridgend, Glamorgan, Grocer. May 8. Asst.  
Reg May 19.  
Hodgson, John, Leeds, Grocer. April 27. Asst. Reg May 18.  
Howard, Hy, Tranmere, Chester, out of business. May 7. Asst. Reg  
May 18.  
Lees, Jas, & Saml Lees, Oldham, Lancaster, Cotton Spinners. April  
24. Comp. Reg May 19.  
Levy, Lewis, Manch, Tailor. May 1. Asst. Reg May 21.  
Parker, Francis, Northampton, Shoe Manufacturer. April 25. Asst.  
Reg May 21.  
Rhodes, Thos, Masborough, York, Mason. April 20. Comp. Reg  
May 18.  
Rigby, Peter, Bolton, Lancaster, Joiner. May 1. Comp. Reg  
May 19.  
Smalley, Thos Hamer, Lpool, Merchant. May 4. Asst. Reg May 17.  
Stokoe, John, Iveston, Durham, Cartwright. May 5. Comp. Reg  
May 19.  
Story, Thos, Wigton, Cumberland, Draper. April 30. Asst. Reg  
May 22.  
Tabor, Wm Buris, Leyton-rd, Stratford, Journeyman Baker. April  
21. Comp. Reg May 19.  
Thomas, Thos Lloyd, Llanbadarn-y-Garreg, Radnor, Grocer. April  
30. Asst. Reg May 19.  
Thompson, Thos, Guiseley, York, Cloth Manufacturer. May 16. Comp.  
Reg May 22.  
Tunbridge, Wm, Ewer-st, Gravel-lane, Southwark, Beerhouse Keeper.  
May 11. Comp. Reg May 17.  
Warburton, John, Manch, Paper Hanger. May 2. Asst. Reg  
May 21.  
Webster, Joseph, Leeds, Cloth Manufacturer. April 24. Asst. Reg  
May 21.  
Williams, Thos Middleton, Workop, Nottingham, Surgeon. May 16.  
Asst. Reg May 19.  
Wilson, Thos, Sunderland, Durham, Dealer in Glass. May 9. Comp.  
Reg May 19.



**Crank, John Edwd. & Thos Crank, Warrington, Lancaster, File Manufacturers.** Pet May 16. Warrington, June 7 at 1. Shepherd & Moore, Warrington.

**De St. Paul, Ryde, Isle of Wight, Photographer.** Pet May 16. Newport, June 4 at 1. Joyce, Newport.

**Dooley, John Edwd, Stockport, Cheshire, Cotton Waste Salesman.** Pet May 11. Stockport, June 8 at 12. Farrington, Manch.

**Dufson, Job, Sheffield, Mason.** Pet May 18. Leeds, June 9 at 12. Micklethwaite, Sheffield.

**Dugdale, Robt, Manch. Comm Agent.** Pet May 18. Manch, June 4 at 11. Leigh, Manch.

**Eastham, Hy, Blackburn, Labourer.** Pet May 17. Blackburn, June 11 at 1. T & R. C. Radcliffe, Birm.

**Fox, Eli, Sedgley, Stafford, Butcher.** Pet May 19. Birm, June 4 at 12. Hodgson & Son, Birm.

**Groom, Thos, Royton, nr Oldham, Lancaster, Bleacher.** Pet May 19. Manch, June 7 at 12. Leigh, Manch.

**Haddow, Geo, Lpool, out of business.** Pet May 18. Lpool, July 2 at 12. Ettv, Lpool.

**Hartley, Thos, Rastrick, Halifax, York, Rag Merchant.** Pet May 19. June 7 at 11. Norris & Foster, Halifax.

**Heddon, Hy, Grandy, Dunkinfield, Chester, Tea Dealer.** Pet May 17. Ashton-under-Lyne, June 7 at 12. Toy, Aston-under-Lyne.

**Jones, Joseph, Bebbington, Chester, Carriers' Agent.** Pet May 17. Birkenhead, June 5 at 12. Hughes, Lpool.

**Jones, Danl, Llanillyn, Carmarvon, Writing Slate Manufacturer.** Pet May 10. Lpool, June 4 at 11. Evans & Co, Lpool.

**Leach, Robt, Fulshaw, Chester, out of business.** Pet May 19. Manch, June 5 at 12. Green, Northwich.

**Lighthorn, Wm, Morland, Westmorland, Innkeeper.** Pet May 19. Appleby, June 8 at 11. James, Penrith.

**Lloyd, Ann, Birm, Widow.** Pet May 10. Birm, June 1 at 10. Wright, Birm.

**Mansley, Edwin Jas, Bedford Leigh, Lancaster, out of business.** Pet May 19. Leigh, June 6 at 1. Ambler, Chowbent.

**Marthar, John, Prisoner for Debt, Lancaster.** Adj April 18. Manch, June 1 at 3.

**Messenger, Richd, Lower Boddington, Northampton, out of business.** Pet May 18. Banbury, June 7 at 10. Vellatt, Banbury.

**Morris, Matthew, Ashbourne, Derby, Farmer.** Pet May 16. Birm, June 12 at 11.

**Mullett, Theophilus, Sturminster Newton, Dorset, Horsekeeper.** Pet May 17. Shaftesbury, June 2 at 11. Chitty, Shaftesbury.

**Sell, John, Bishops Stortford, Herts, Bellhanger.** Pet May 17. Bishops Stortford, June 7 at 12. Baker, Bishops Stortford.

**Shears, Danl, Prisoner for Debt, Shrewsbury.** Pet May 19. Birm, June 8 at 12. James & Griffin, Birm.

**Sheldon, John, Manch, Flour Factor.** Pet May 17. Bury, June 14 at 10. Boote & Ryland, Manch.

**Sinclair, John, Crumpsall, Lancaster, Plumber.** Pet May 19. Manch, June 11 at 9.30. Atherton, Manch.

**Slater, Geo Jas, Southsea, Hants, Timber Converter.** Pet May 17. Portsmouth, June 4 at 11. White, Portsea.

**Sunderland, Enoch, North Shields, Northumberland, Draper.** Pet May 16. North Shields, June 5 at 10. Lowrey, North Shields.

**Taylor, John Jas, Nottingham, Schoolmaster.** Pet May 17. Nottingham, June 20 at 11. Belk, Nottingham.

**Townsend, Walter Waters, Uckfield, Sussex, Printer.** Pet May 18. Lewes, June 7 at 10. Sturt, Uckfield.

**Watson, John, Gateshead, Durham, French Polisher.** Pet May 17. Gateshead, June 6 at 12. Forster, Newcastle-upon-Tyne.

**Whitfield, John, Lpool, Cart Owner.** Pet May 17. Lpool, June 4 at 3. Redhead, Lpool.

**Withy, John, Alvechurch, Worcester, Boatman.** Pet May 17. Redditch, June 22 at 11. Sargent, Birm.

**BANKRUPTCIES ANNULLED.**

FRIDAY, May 18, 1866.

Trass, Wm Horton, Carey-lane, Warehouseman. May 17.

TUESDAY, May 22, 1866.

Thomas, Richd, Wellington-rd, St John's-wood, Builder. March 27.

**GRESHAM LIFE ASSURANCE SOCIETY,**  
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

**PROPOSAL FOR LOAN ON MORTGAGES.**

Date.....  
Introduced by (state name and address of solicitor)  
Amount required £  
Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)  
Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Life in connexion with the security.  
By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

**MERSEY DOCK ESTATE.—LOANS OF MONEY.**

The Mersey Docks and Harbour Board hereby give NOTICE that they are willing to receive LOANS OF MONEY on the security of their Bonds, at the rate of Four Pounds Fifteen Shillings per centum per annum interest, for periods of Three, Five, or Seven Years, interest warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond. Communications to be addressed to George J. Jefferson, Esq., Treasurer. Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.  
Dock-office, Liverpool, April 17, 1866.

**LAW UNION FIRE and LIFE INSURANCE COMPANY.**

Chief Offices—126, CHANCERY LANE, W.C.  
Capital—ONE MILLION STERLING, fully subscribed by upwards of 500 of the leading Members of the Legal Profession.

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Deputy-Chairman—Mr. Serjeant MANNING, Q.A.S.  
The only Law Office in the United Kingdom combining Fire and Life Insurance.

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Subscribed Capital £750,000, in addition to the Reserve Fund.  
Insurers will be allowed the full benefit of the Reduction of Duty.  
Claims settled promptly and liberally.

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Subscribed Capital £250,000, in addition to the Reserve Fund.  
A Bonus every five years. Next Bonus in 1869. At the Division of Profits in 1864, the Reversionary Bonus amounted to from 15 to 50 per cent. per annum on the Premiums paid, varying with the ages of the insured.

Prospectuses, Forms of Proposal, Reports of the Company's Progress, and every other information, will be forwarded, postage free, on application to any of the Local Directors or Agents of the Company, or to FRANK McGEDY, Secretary.

**DEBENTURES at 5, 5½, and 6 per Cent.**  
**CEYLON COMPANY LIMITED.**  
SUBSCRIBED CAPITAL £750,000.

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Harry George Gordon, Esq. | Patrick F. Robertson, Esq., M.P.  
George Ireland, Esq. | Robert Smith, Esq.

MANAGER.  
C. J. BRAINE, Esq.  
The Directors are prepared to ISSUE DEBENTURES on the following terms, viz., for 1 year at 5 per Cent., for 3 years at 5½ per Cent., and for 5 years and upwards at 6 per Cent. per annum.  
Applications for particulars to be made at the Office of the Company, No. 7, East India-avenue, Leadenhall-street, London, E.C.  
By Order, R. A. CAMERON, Secretary.

**THE LANDS IMPROVEMENT COMPANY**

(Incorporated by Special Act of Parliament in 1853). Right Hon. Lord NAAS, M.P., Chairman.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation and warping, embanking, enclosing, clearing reclamation, planting for any beneficial purpose, engines or machinery for drainage or irrigation.
2. Farm roads, tramways, and railroads for agricultural or farming purposes.
3. Jetties or landing places on the east coast, or on the banks of navigable rivers or lakes.
4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

The Company will also negotiate the rent-charges obtained by Landowners under the improvement of Land Act, 1854, in respect of their subscription of shares in a railway or canal company.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

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CHANCERY LANE BRANCH—124, CHANCERY LANE, W.C.

THE DIRECTORS HEREBY GIVE NOTICE, that this Branch of the Bank IS NOW OPEN for business.  
1st May, 1866. F. K. HEWITT, Manager.

# THE LONDON JOINT STOCK BANK.

ESTABLISHED IN 1836.

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CHANCERY LANE BRANCH—124, CHANCERY LANE.

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CHANCERY LANE BRANCH	124, Chancery Lane	F. K. HEWITT, Manager.

SECRETARY—ALFRED SCRIVENER.

The Capital of the Bank is £3,600,000, in 72,000 Shares of £50 each. The sum of £15 has been paid on each Share, and the present paid-up Capital of the Bank is £1,080,000.

The Guarantee Fund amounts to £315,262.

Current Accounts are kept agreeably to the custom of London Bankers.

Parties keeping Current Accounts with the Bank can transfer to a Deposit Account any portion of their Balance, upon which interest at the current rate of the day will be allowed.

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The Agency of Joint Stock Banks, Private Bankers, and Foreign Banks undertaken.

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May, 1866.

## FOUR-AND-A-HALF PER CENT. ON FIRST-CLASS LANDED SECURITY IN ENGLAND, UNDER ACT OF PARLIAMENT.

To Trustees, Insurance Offices, Charitable Institutions, Solicitors, Brokers, and the general Public.

Mortgage Debentures, registered at the Government Office of Land Registry, 34, Lincoln's-inn-fields, London, W.C., under the powers of the Mortgage Debenture Act, 1865, bearing 4½ per cent. interest, are issued for the sum of £50 and upwards, for terms of from one to ten years and transferable by indorsement.

The Mortgage Debentures are secured:

1st. By the deposit with the Registrar in terms of the Act, of an equal aggregate at least of Mortgages and rent charges upon real property, and of securities upon rates and assessments upon the owners and occupiers of real property, within the powers of the Act of Parliament.

2nd. By the guarantee of the uncalled capital of £900,000, of the Land Securities Company, Limited (The Lord Naas, M.P., President) of which £500,000 by the Act is absolutely appropriated as additional security to the holders of the Mortgage Debentures.

In every case a Statutory Declaration under the Act must be made and filed at the Office of Land Registry by a Surveyor or Valuer approved by the Government Inclosure Commissioners for England and Wales, that the advance made, including all previous incumbrances, if any, does not exceed two thirds of the Estate charged.

Registers of the Mortgages and other Securities, and of the Mortgage Debentures, are kept in the Office of Land Registry.

The Registered Mortgage Debentures, of which no over issue is possible, are endorsed by the Registrar as conclusive evidence that the requirements of the Act of Parliament have been complied with.

Trustees having a general power to invest Trust Monies in or upon the security of Shares, Stock Mortgages, Bonds or Debentures of Companies, incorporated by or acting under the authority of an Act of Parliament, are authorised by the 40th section of the Act to invest in the Registered Mortgage Debentures.

Apply to GRANVILLE RICHARD RYDER, Esq., Managing Director, Land Securities Company (Limited), 3, Parliament-street, London, S.W.

## BONUS YEAR—SPECIAL NOTICE.

## C LERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1824.

The Eighth Bonus will be declared in January, 1867, and all With-Profit Policies in force on the 30th June, 1866, will participate, so that Persons who complete such Assurances before June 30th next, will share in that Division, although one Premium only will have been paid.

Tables of Rates, and Forms of Proposal, can be obtained of any of the Society's Agents, or of

GEORGE CUTCLIFFE, Actuary and Secretary.

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## BANKERS.

The Union Bank of London.  
Messrs. Smith, Payne, & Smiths.  
MANAGER—J. Wiggins, Esq.

Further issue of £500,000 of the Debentures of this Bank bearing 4½ per cent. interest at the price of £87 for every £100, redeemable at par, within 30 years, by half-yearly drawings.

The issue of 1864, of £500,000 of these Debentures, having been fully subscribed for, the Bank has authorised a further issue of £500,000 of its Debentures, upon the terms above mentioned, in bonds to bearer, or registered proprietor, in sums of £20, £100, £500, and £1,000 each.

The Debentures of the Bank are secured by the whole of its invested funds, and by the additional guarantee of the uncalled capital, which at present is £1,600,000, represented by a proprietary of about 1,500 Shareholders. The investment of the Bank's funds is restricted, by the articles of association, to real estate in India and Government securities, and the issue of debentures can never exceed the sum so invested.

The above price of issue gives to the subscriber 5½ per cent. interest on the amount invested, and a cash bonus of £14 18s. 10d. per cent. on the redemption of the bonds at par by the half-yearly drawings, which, averaging the period of drawing, yields a return of 6½ per cent.

The Bank also issues Debentures at par for fixed periods of three, five, seven, and ten years, bearing 5½ per cent. interest.

The bonds are payable either to bearer—transfers passing from hand to hand without endorsement, and free of further stamp duty—or to persons duly registered in the debenture books of the Bank, ownership changing only by transfer deed. Coupons for the half-yearly interest are attached, payable either 1st January and 1st July, or 1st April and 1st October, by which means investors have the option of drawing their interest half-yearly or quarterly.

Applications to be made at the Offices of the Company, 17, Change-alley, Lombard-street, E.C., where a further information may be obtained.—By order of the Board, J. WIGGINS, Manager.

